

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 3/24/80

To: Director, FBI

ATTENTION:

CRIMINAL INVESTIGATIVE DIVISION
☒ CIVIL RIGHTS SECTION
☐ DOMESTIC SECURITY AND
 TERRORISM SECTION
☐ PERSONAL AND PROPERTY
 CRIMES SECTION

From: SAC, BOSTON (44-NEW)Subject: KEVIN WHITE, Mayor of Boston;

[redacted]
 Boston Police Department;
[redacted] - VICTIM;
[redacted] - VICTIM;
[redacted] - VICTIM

CR (C)
 OO:BS

☒ ER ☐ EL ☐ DIH ☐ CRA-64
☐ PA ☐ PE ☐ PF ☐ E
☐ DAMV ☐ CAA
☐ AP ☐ IWFC ☐ CWA ☐ FI
☐ EID ☐ Bomb Threats

Summary of Complaint:

The victims, [redacted] are employed by the Boston Police Department (BPD) as traffic supervisors and as such, were given the opportunity to be Boston census takers, a political patronage job earning them extra pay. The victims allege they were relieved of their duties and discriminated against as census takers in February, 1979 because they actively supported and campaigned for State Senator Joseph Timilty rather than incumbent Mayor Kevin White. The victims retained their jobs with BPD.

INDICES: ☐ Negative ☐ See Summary

ACTION: UACB:

☒ No further action being taken and
☐ LHM enclosed ☐ Copy to: ☐ USA
☐ FD-376 (Enc. to LHM)
☒ LHM being submitted ☐ Secret Service
☐ Report being submitted ☐ ATF
☐ Preliminary investigation instituted
☐ Limited investigation instituted
☐ Investigation continuing

2 Bureau
 ② Boston
 CEA:mm
 (4)

Approved: [signature]Transmitted [signature]

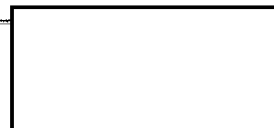
(Number)

(Time)

Per [signature]b6
b7C

FBI/DOJ

44-2726-1



- victim;
victim;
- victim;

b6
b7C

1 3/26/8

ORIG interview notes



BS 44-2726-1A's

r r

POC

Field File No.

00 and File No. BS 44-2726-1A(1)

Date Received 3.25.80

From

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

Dorchester, MA

(CITY AND STATE)

By

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Description:

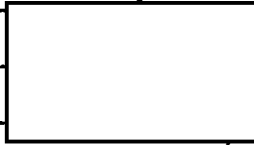
ORIG INTERVIEW NOTES

b6
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January 1979

Feb 8,

3/10/80



Channel 5
did

Please contact Civil Rights

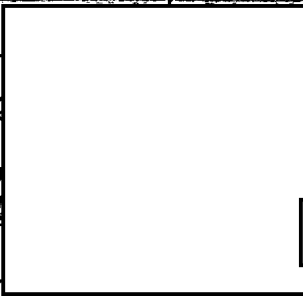
[Redacted] Drst [Redacted]

May 12.

St Margarets
Church

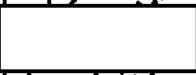


may 1974



Ave

St



St

Abandoned

930

Dorchester, Me

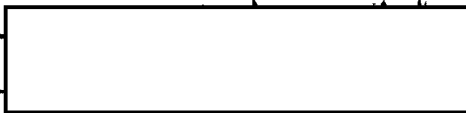


b6
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City listing

Re a complaint

930
A



city

Malick

F&K

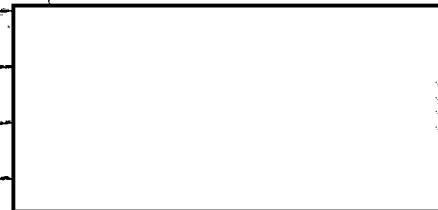
3.12.80

94

3.13.80

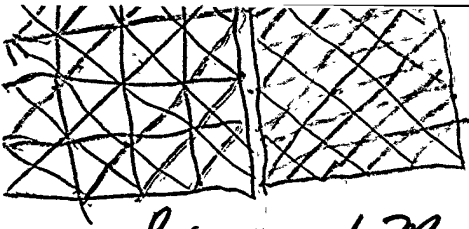
1130
A

W
(H)Bel



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2005-03-23
10:00 AM



Last
May 72 Civil Service Test

Beginning of March 79
Feb 79



Channel 2
Channel 5

Channel 5 newscast

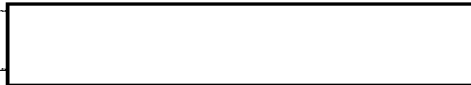
↓
accompanied
Laddy's house



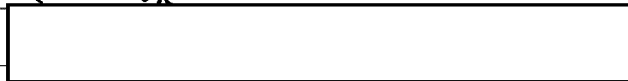
to

Nixon St on list of complaints
- Never did Nixon St.

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b7C



Pink St
directs
↑



offered 25K job

X AIRTEL

3-28-80

TO : DIRECTOR, FBI
(ATTN: CIVIL RIGHTS SECTION)

FROM : SAC, BOSTON (44-2726) (C)

SUBJECT: KEVIN WHITE, Mayor of Boston;
[REDACTED] Boston Police Department;
[REDACTED] VICTIM
[REDACTED] VICTIM
[REDACTED] VICTIM
CIVIL RIGHTS (C)
(OO: BS)

ReBSairtel (FD-365) to Bureau, 3-24-80.

Enclosed are two copies of an LHM, captioned as above, with nine enclosures.

A copy of the LHM, with enclosures, has been furnished USA, Boston, Mass.

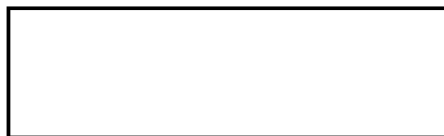
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2-Bureau (Encs. 2)

1-Boston

CEA:po'b

(3)



44-2726-9

Boston, Massachusetts
March 28, 1980

KEVIN WHITE, Mayor of Boston;

[redacted] Boston Police Department;

[redacted] -VICTIM

[redacted] -VICTIM

[redacted] -VICTIM

CIVIL RIGHTS

On March 24, 1980, [redacted] Street, Dorchester, Massachusetts, and [redacted] Street, Dorchester, stated that they, since [redacted], along with [redacted] since [redacted] have been employed by the City of Boston, in a capacity with the Boston Police Department (BPD). They are Traffic Supervisors (at school crossings) and are assigned to District [redacted] BPD. Since January, 1974, [redacted] have been performing additional duties as Boston census takers. This census (or listings) has been either historically or by ordinance the responsibility of the BPD and further delegated to be performed by Traffic Supervisors as a special paid, voluntary assignment in addition to their normal duties at school crossings. Depending upon the amount of time spent on listings, they averaged additional pay of \$150-\$175 a week during the ten-week listing period, annually.

In early January, 1979, [redacted] began actively campaigning for Massachusetts State Senator Joseph Timilty in his bid for Mayor of Boston against then incumbent Mayor (and since re-elected) Kevin White. On February 8, 1979, [redacted] hosted a political gathering at her residence to promote the mayoral candidacy of Joseph Timilty at which approximately 60 Timilty supporters were in attendance, to include [redacted].

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On February 20, 1979, [redacted] each received a typewritten notice informing them that they had been terminated as census takers for the City of Boston (copies of these notices are attached as enclosures 1, 2 and 3, respectively). [redacted] provided copies of a chronology of related events (enclosure 4), a letter to their police commander, Captain [redacted] (enclosure 5), three documents from their Attorney, [redacted] (enclosures 6, 7 and 8) and a copy of their complaint filing suit against Kevin White in this matter (enclosure 9).

[redacted] allege that they were fired and discriminated against due to their "political inclinations"

Bureau

USA, Boston

Boston(44-2726)

CEA:po'b

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Kevin White, Mayor of Boston;
et al

rather than poor job performance as intimated by their listing officer, [redacted] BPD, District [redacted]. In conducting their own investigation, [redacted] stated that the allegations against them pertaining to their job performance were fabrications by [redacted]. [redacted] further, alleged that in early March 1979, after threatening to present details of their political firing to the news media (specifically WCVB-TV, Channel 5, Boston), her brother-in-law, [redacted] a political appointee of Kevin White, offered her a job as the Boston Police Commissioner's Secretary with a salary of \$25,000, plus the use of an automobile. [redacted] advised that she refused this offer and she and [redacted] did in fact collaborate with [redacted] [redacted] WCVB-TV, investigative reporters on their story which was broadcast in March 1979.

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[REDACTED]

Your work was checked by City Hall & they returned it.

b6
b7c

Your listing work is over as of 2-20-79 Tuesday.

Any complaints you can contact Officer [REDACTED]

At City Hall 725-4188.

ENC 1

[REDACTED]

Your work was checked by City Hall & they returned it.

b6
b7C

Your listing work is over as of 2-20-79 Tuesday.

Any complaints you can contact Officer [REDACTED]

at City Hall 725-4188.

ENC 2

[REDACTED]

Your work was checked by City Hall & they returned it.

Your listing work is over as of 2-20-79 Tuesday.

b6
b7C

Any complaints you can contact Officer [REDACTED]

at City Hall 725-4188

ENC 3

Monday, Feb. 19 - [] listings officer at Dist. [] complained that there were not enough orange cards (O) our streets that we did the listings on. He complained about Glenrose Rd. to [] who returned to Glenrose Rd. and found the information to check out exactly the same. He complained that the informant, [] had given too much information.

Monday, Feb. 19 [] took back Edwin St. to recheck information.

Tuesday, Feb. 20 - [] called in sick.

Wednesday, Feb. 21 - Returned Glenrose Rd. (which had originally been done on Feb. 6th and Minot St. done on Feb. 19th. Note given to me (by [] who received theirs from Officer []) which stated that my work had been checked by City Hall and returned and that my work on the listings ended Tuesday, Feb. 20th. If I had any complaints, I was to contact Officer [] at City Hall.

Wednesday, Feb. 21 - 10:30 a.m. Spoke with [] who informed us that [] was unsatisfied with our work because there were not enough orange cards (new listings) and [] said the work was no good to him without orange cards. Informed us that he did not know the names of the street or streets in question that were rejected but indicated with his fingers how big the set of cards was, indicating a large amount, an amount that we said none of us had ever passed in. When asked if he fired us, he said, no. He said the order came from upstairs, [] of the Election Commission and then directed us to him.

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Wednesday, Feb. 21 - 10:45 am. Met with [] who stated he knew of the matter, but denied firing us. When he was asked if we were the only girls to be let go at this time, he said, []; others were let go for various reasons. We stated we felt that our integrity was being unduly questioned in regard to this matter; that we had done the listings per the orders of Officer []. He stated that it was "bogus" to think that you could get an accurate count in the city and that the work is a waste of time and not important. When asked that since the work was so inimportant, why was it so important to fire us? He finally admitted that he did fire us on the advice of Officer []. He also stated that he filed legislation to do away with the listings. He stated that he knew that the streets we mentioned were in Ward 16. He stated he felt that we could come to some sort of compromise.

Thursday, Feb. 22nd - 9:30 a.m. Informed [] of our union of situation. Said she did not know present president's number.

ENC 4-1

TO: [redacted]
Commanding Officer, District [redacted]

March 2, 1979

RE: The termination of [redacted]
from their duties on the city
listings on Tuesday, February 20, 1979

SIR:

On Friday, February 23, 1979, we brought the above matter to your attention. At this time, you stated that you would speak to Officer [redacted] regarding the circumstances leading to the termination of our services on the city listings. Since then, we have been informed by our union official that slanderous remarks regarding not only our work performance in doing the listings but our performance as traffic supervisors and our personal character as well have been rapidly spreading throughout the stations in the city.

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We, therefore, respectfully request from you at this time, as Commanding Officer of District [redacted] on the advice of our attorney, a statement citing the specific charges made against us at the time of our termination.

Our union official informed us that on Thursday, February 22nd, in a telephone conversation with Officer [redacted] at City Hall, he stated to her that Train Street stood out in his mind as a major complaint against us.

Sir, we feel that if you look into the matter concerning Train Street, that Officer [redacted]'s statement is contradictory in regard to us.

Respectfully submitted,

ENC 5

[REDACTED]

[REDACTED]

March 29, 1979

[REDACTED]

Dorchester, MA

Dear [REDACTED]

As per our agreement in my office today, this will confirm that I will bring suit on your behalf against Mayor Kevin White personally, in the amount of one million dollars each alleging the interference with your employment as census takers for the City of Boston, and charging Mr. White in his individual capacity with intentional infliction of mental distress on each of you.

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b7C

Any further communications regarding this matter should be cleared with me first.

Thank you for your cooperation and confidence in me in this matter.

Very truly yours,

[REDACTED]

WCW:jpm

ENCL 6

[REDACTED]

[REDACTED]

March 30, 1979

Officer [REDACTED]
City Hall
Boston, MA 02108

Re: [REDACTED]

Dear Officer [REDACTED]:

Please be advised that I represent [REDACTED]
[REDACTED] above captioned, in their claim against
Kevin White arising out of their termination as census
takers for the City of Boston.

Please forward to me copies of the work which was checked
by City Hall and returned, and which is referred to in
their termination notices.

I would also request the names and addresses of any other
census takers who were terminated on or about the time
that my three clients received their termination notice.

Very truly yours,

[REDACTED]

WCW:jpm

cc: [REDACTED] Dorchester, MA 02124
cc: [REDACTED] Dorchester, MA 02125
cc: [REDACTED] , Dorchester, MA 02124

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END 7

[redacted]

[redacted]

September 17, 1979

Officer [redacted]
City Hall
Boston, MA 02108

Re: [redacted]

Dear Officer [redacted]

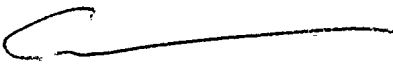
On March 30, 1979 I wrote to you regarding my client's claims arising out of their termination as census takers for the City of Boston.

I am enclosing a copy of that letter to which you have never responded.

Unless I hear from you regarding this matter within the next ten days I shall be forced to bring suit in order to protect my client's interest.

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b7c

Very truly yours,


[redacted]

WCW:pp

Encl.

CC: [redacted] Dorchester, MA 02124
CC: [redacted], Dorchester, MA 02125
CC: [redacted] Dorchester, MA 02124

Encl 8

100-8000

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT
DOCKET NO. 38226

[REDACTED]
AND [REDACTED] PLAINTIFFS

VS.

COMPLAINT

KEVIN WHITE, DEFENDANT

COUNT I.

1. The Plaintiff, [REDACTED] resides at [REDACTED] Street, Dorchester, MA, and until February 20, 1979 was employed by the City of Boston as a Crossing Guard for the Police Department, and as a census taker for the City of Boston Election Commission.
2. On or about February 8, 1979 the Plaintiff attended a political gathering at [REDACTED] Street, Dorchester. The political gathering which the Plaintiff attended was held at the home of the Plaintiff's [REDACTED]. The purpose of this gathering was to promote the candidacy of Joseph Timilty, a political candidate for the office of the Mayor of Boston, running against the Defendant.
3. On February 20, 1979 the Defendant, his agents, servants or employees without justification or cause maliciously and intending to injure the Plaintiff, terminated the Plaintiff from her position as census taker with the City of Boston.
4. By reason thereof, the Plaintiff lost the benefit of her employment, suffered embarrassment and humiliation with her fellow employees of the City of Boston, and was otherwise greatly damaged. b6
b7C

Wherefor the Plaintiff demands judgment against the Defendant in the sum of Fifty Thousand (\$50,000.00) Dollars, attorneys fees and costs.

COUNT II.

-
1. The Plaintiff, [REDACTED] resides at [REDACTED] Street Dorchester, MA, and until February 20, 1979 was employed by the City of Boston as a Crossing Guard for the Police Department, and as a census taker for the city of Boston Election Commission.
 2. On or about February 8, 1979 the Plaintiff attended a political gathering at [REDACTED] Street, Dorchester. The political gathering which the plaintiff attended was held at the home of the Plaintiff's [REDACTED]. The purpose of this gathering was to promote the candidacy of Joseph Timilty a political candidate for the office of Mayor of Boston, running against the Defendant.

ENCL 9-1

3. On February 20, 1979, the Defendant, his agents, servants or employees, without justification or cause, maliciously and intending to injure the Plaintiff, terminated the Plaintiff from her position as census taker with the City of Boston.
4. By reason thereof, the Plaintiff lost the benefit of her employment, suffered embarrassment and humiliation with her fellow employees of the City of Boston, and was otherwise greatly damaged.

Wherefor the Plaintiff demands judgment against the Defendant in the sum of Fifty Thousand (\$50,000.00) Dollars, attorneys fees and costs.

COUNT III.

1. The Plaintiff, [REDACTED], resides at [REDACTED] Street Dorchester, MA, and until February 20, 1979 was employed by the City of Boston as a Crossing Guard for the Police Department, and as a census taker for the City of Boston Election Commission.
2. On or about February 8, 1979 the plaintiff held a political gathering at her home at [REDACTED] Street, Dorchester. The purpose of the gathering was to help and support the political candidacy of Joseph Timilty for the office of Mayor of Boston.
3. On February 20, 1979, the Defendant, his agents, servants or employees, without justification or cause, maliciously and intending to injure the Plaintiff, terminated the Plaintiff from her position as census taker with the City of Boston.
4. By reason thereof, the Plaintiff lost the benefit of her employment, suffered embarrassment and humiliation with her fellow workers and friends and was otherwise greatly damaged.

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Wherefore the Plaintiff demands judgment against the Defendant in the sum of Fifty Thousand (\$50,000.00) Dollars attorneys fees and costs.

By Their Attorney,

[REDACTED]
[REDACTED]

Date: October 31, 1979

PLAINTIFFS CLAIM TRIAL BY JURY

ENCL 9-2



BM

April 1, 1980

Mr. Robert B. Collins
United States Attorney of the
Criminal Division of the United States
District of Massachusetts
1107 John W. McCormack Building
Boston, Massachusetts 02109

CASE NO. 76-4519T
IS ALREADY PENDING

[redacted] and
[redacted] Plaintiffs

V.

Joseph Warren Cooperative Bank
and
[redacted]
and
City of Boston and Mayor Kevin H. White
and
Commonwealth of Massachusetts Attorney
General Francis X. Bellotti
and
Carol S. Greenwald, Banking Commissioner
and
[redacted]
and
[redacted]
and
Governor Edward King et al, joined as a party, Defendants

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Dear Mr. Collins:

This is a criminal action of complaint invoked and presented to the United States Attorneys pursuant to Title 28 USC, Section 547 duties of the United States Attorneys and pursuant to Title 25 USC, Section 305E to prosecute and defend both civil and criminal proceedings and pursuant to Title 42 USC, Section 1987 prosecution of violation of certain laws. CA No. 764519T raises criminal claims.

Plaintiffs alleges against all Defendants et al grand larceny, embezzlement of funds, violations of Plaintiffs' civil rights, constitutional rights, conspiracy against rights of citizens, deprivation of rights under color of law and violations of Title 18 USC, Section 241, Section 242, Section 1001, Section 287, and 42 USC, Section 1987 and Section 1988, and others.

The Bank Officials Et al has admitted taking said funds on March 24, 1980.

Plaintiffs [redacted] hereby claim and preserves its rights to trial by jury guaranteed to the Plaintiffs by the Seventh Amendment and further claims and demands its rights to trial by jury pursuant to Rule 38 and 39 of the Federal Rules of Civil Procedure.

This complaint involves wrongful criminal acts known as grand larceny and embezzlement and evasion of Plaintiffs' real estate property tax in the amount of \$1,722.36 or \$3,953.26 entrusted with the Defendant, Joseph Warren Cooperative bank officials [redacted] allegedly committed against the Plaintiffs et al by the Defendant's bank and its official employees on or about August 11, 1975, which has violated Plaintiffs civil rights and constitutional rights including violations of state and federal laws for participating in an unlawful and wrongful criminal act known as grand larceny and embezzlement of funds by employing and allegedly committed conspiracy against rights of citizens. Deprivation of rights under color of law. Fraud or embezzlement of funds report. False fictitious or fraudulent claims. Statement or entries generally tracks and schemes and loans and investments on real estate property and other wrongful acts.

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That on or about May 8, 1975, the Defendant, City of Boston and its officials acquired a tax title on Plaintiffs' property located at [redacted] Street, Roxbury, Massachusetts, for non-payment of tax. On or about the week of May 15, 1975, Plaintiffs appeared in person at the Defendant, City of Boston officials, office and notified the Defendants that Plaintiffs had a mortgage

with the Defendant, Joseph Warren Cooperative Bank, and that the bank was responsible for paying the real estate tax to the City of Boston which was or had been taken through monthly mortgage payments to the bank.

That on or about August 11, 1975, the Defendant Joseph Warren Cooperative Bank and its officials etal, [redacted] etal grand larceny and embezzled \$3,953.26 or \$1,722.36 from Plaintiffs' real estate reserve tax account and paid off its, the Defendant's bank own mortgage investment loan to themselves in the amount of \$1,722.36 and failed to have paid the City of Boston the tax money which was entrusted with the Defendant bank officials etal. Therefore, this actual wrongful act allegedly committed against the Plaintiffs by the Defendant bank and its officials, employees etal, [redacted] has violated Plaintiffs' civil rights and criminal law Title 18 USC, Section 241 and Section 242, and Section 1001 and Section 287, and the MGL Chapter 167, Section 11B and Chapter 170, Section 24E, and violations of Title 42 USC, Section 1981, 1982, 1985, etc., Section 1983, 1986, 1987, 1988, and 2000A etc.; by employing and instituted against the Plaintiffs the unlawful actual acts of conspiracy against rights of citizens the Plaintiffs, who are Black, and deprivation of rights under color of law. b6 b7C

All Defendants and its official employees etal have committed actual wrongful acts of racial discrimination, denial of equal rights under the law, violations of property rights of citizens, deprivation of rights, neglected to prevent the unlawful wrong, and violation of proceeding in vindication of civil rights.

The jurisdiction in civil and criminal matters conferred on the District Courts by the provision of this Chapter 1988 and Title 18 for the protection of all persons in the United States in their civil rights and for their vindication, shall be exercised and enforced in conformity with the laws of the United States.

On or about September 27, 1976, Plaintiffs filed a consumer complaint against the Defendant bank et al, with the Banking Commissioner official to correct the unlawful wrong and on or about December 21, 1976, the Defendant Commonwealth officials et al failed to correct the unlawful wrong within their power and upheld the Defendant bank officials' unlawful wrong of grand larceny and embezzlement and tax evasion in the amount of \$1,722.36 or \$3,953.26 from Plaintiffs' reserve tax escrow account which was to be paid to the City of Boston entrusted with the bank officials et al and paid off its own mortgage investment loan to themselves in the amount of \$1,722.36 which was outside of the law.

The Defendant City of Boston officials et al and the Defendant Commonwealth officials et al had no legal grounds to have acquired a tax title and to have advertised in the Herald American Newspapers a tax title foreclosure against Plaintiffs' private property to the public before and without a notice of intent to advertise to the public said tax title foreclosure whereas the Defendant City of Boston officials had contacted the Defendant bank officials in May of 1975 involving Plaintiffs holding a mortgage investment loan with the Defendant bank officials and that the Defendant bank officials were responsible for any unpaid taxes whereas Plaintiffs had paid taxes to the Defendant bank officials through monthly

mortgage payment and had not been notified by the bank officials of any unpaid tax bill was due. Therefore all of the Defendants and its officials etal had jurisdictional powers to have prevented and to have corrected the unlawful wrong and failed to do so. Therefore, all Defendants and its officials, employees etal acted under color of law and violated Plaintiffs' civil rights, the nonpolitical rights of a citizen, the Plaintiffs' rights of personal liberty guaranteed to United States citizens by the Thirteenth and Fourteenth Amendments to the Constitution of the United States and Acts of Congress. All Defendants and its officials, employees, etal have also violated Plaintiffs' civil rights and constitutional rights guaranteed by the First, Fourth, Fifth, Ninth, Thirteenth, and Fourteenth Amendments to the Constitution of the United States.

Governor Edward King and Mayor Kevin H. White and the Attorney General Francis X. Bellotti and the Commissioner of Banks, Carol S. Greenwal, and [REDACTED] are the indispensible parties or persons involving this action.

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Plaintiffs hereby expressly says and claims that a law suit has been filed in this court or with the United States Attorneys asserting claims against all the Defendants officials, employees etal on behalf of themselves in the amount of two million dollars, \$2,000,000, arising out of acts known as grand larceny and fraud, embezzlement of funds, and conspiracy against rights of citizens, the Plaintiffs, and deprivation of rights under color of law, racial discrimination, and violations of the equal protection, violations of property rights of citizens, failure

to prevent the wrong, conspiracy, violations of state and federal, ^{law} violations of proceedings in vindication of civil rights, violations of Plaintiffs' civil rights and due process rights and constitutional rights guaranteed to the Plaintiffs by the First, Fourth, Fifth, Ninth, Thirteenth, and Fourteenth Amendments to the Constitution of the United States. The Defendants etal have also violated MGL Chapter 167, Section 11B, and Chapter 170, Section 24E and 18 USC, Section 241, and 242, and 1001, and 287 and the federal civil rights acts Title 42 USC, Section 1981, 1982, 1983, 1985, etc., 1986, 1987, 1988, and 2000A. Plaintiffs also hereby expressly says and claims that all of the named Defendants etal employed and used wrongful unlawful actual acts of willful misconduct, malpractive, malfeasance, deception, defraud, fraud, deceit, denial of due process, extration, exposing Plaintiffs' private affairs and private business and embarrassment and undue burden and advertising Plaintiffs' private property to the public without legal rights to do so; and without consent and without paying just compensation to the Plaintiffs to do so. Also including ridiculing Plaintiffs.

Therefore, Plaintiffs am seeking recovery for in the amount of two million (\$2,000,000) for triple the amount for participating in the alledged violations hereby claimed herein this complaint against the named Defendants of the bank and the City of Boston and the Commonwealth of Massachusetts, and that the jurisdiction is hereby invoked upon the United States District Courts in pursuant to Title 28 USC, Section 1343, Section (1), (2), (3), and (4), and Section 1331 federal question.

[Redacted]

and

[Redacted]

Roxbury, MA. 02119

This is to certify that I, [Redacted], and that I, [Redacted] do hereby given notices to the Court and all Defendants etal involving matter by filing and sending a copy of this document thereto all Defendants this Third day of April, 1980 by regular mail or by hand delivery.

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[Redacted]

[Redacted]

Roxbury, MA. 02119



ADDRESS REPLY TO
UNITED STATES ATTORNEY
AND REFER TO INITIALS

United States Department of Justice

UNITED STATES ATTORNEY

1107 J. W. McCORMACK POST OFFICE & COURTHOUSE
BOSTON, MASSACHUSETTS 02109

April 15, 1980

[Redacted]
Special Agent in Charge
Federal Bureau of Investigation
John F. Kennedy Federal Building
Boston, MA 02203

Dear [Redacted]

The enclosed correspondence are being forwarded
to your office for appropriate action.

b6
b7C

Very truly yours,

EDWARD F. HARRINGTON
United States Attorney

By: *[Signature]*

[Redacted]
Assistant U. S. Attorney

Enclosure

44-2758-2

SEARCHED	INDEXED
SERIALIZED <i>7</i>	FILED <i>7</i>
APR 25 1980	
FBI - BOSTON	

[Signature]



UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

Boston, Massachusetts

In Reply, Please Refer to
File No.

April 24, 1980

MAYOR KEVIN H. WHITE,
Boston, Massachusetts;
GOVERNOR EDWARD KING
ATTORNEY GENERAL FRANCIS X. BELLOTTI
COMMISSIONER CAROL S. GREENWALD
Commonwealth of Massachusetts;

[REDACTED]-VICTIM

[REDACTED]-VICTIM

CIVIL RIGHTS

b6
b7C

By letter dated April 15, 1980, the Office of
Edward F. Harrington, United States Attorney, Boston,
Massachusetts, furnished the following document received by
that office from [REDACTED]

[REDACTED] Street, Roxbury, Massachusetts 02119:

This document contains neither recommendations
nor conclusions of the FBI. It is the property
of the FBI and is loaned to your agency; it and
its contents are not to be distributed outside
your agency.



SEARCHED
SERIALIZED 9
INDEXED
FILED 8/2/80

44-2758-3

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 4-24-80

To: Director, FBI

ATTENTION:

CRIMINAL INVESTIGATIVE DIVISION

☒ CIVIL RIGHTS SECTION
☐ DOMESTIC SECURITY AND
 TERRORISM SECTION
☐ PERSONAL AND PROPERTY
 CRIMES SECTION

From: SAC, BOSTON (44-NEW)

Subject: MAYOR KEVIN H. WHITE
 Boston, Mass.;
 GOVERNOR EDWARD KING
 ATTORNEY GENERAL FRANCIS X. BELLOTTI
 COMMISSIONER CAROL S. GREENWALD
 Commonwealth of Massachusetts;

 - VICTIM
 - VICTIM

CIVIL RIGHTS (C)
 (OO: BS)

☒ CR ☐ EL ☐ DIH ☐ CRA-64
☐ DAMV ☐ PA ☐ PE ☐ PF ☐ E
☐ EID ☐ Bomb Threats ☐ CAA ☐ AP ☐ IWFC ☐ CWAA ☐ FI

Summary of Complaint:

INDICES: ☒ Negative ☐ See Summary

ACTION: UACB:

☒ No further action being taken and
☒ LHM enclosed
☐ FD-376 (Enc. to LHM)
☐ LHM being submitted
☐ Report being submitted
☐ Preliminary investigation instituted
☐ Limited investigation instituted
☐ Investigation continuing

Copy to: ☒ USA
☐ Secret Service
☐ ATF

2-Bureau (Encs. 4)
 ②-Boston

FSK:po'b
 (4)

BOSTON, MA.

Approved: _____

Transmitted _____

(Number)

(Time)

Per _____

b6

b7C

FBI/DOJ

44-2758-4

John F. Kennedy Federal Building
Government Center
Boston, Massachusetts 02203

April 30, 1980

[redacted]
Roxbury, MA. 02119

Dear [redacted]

On April 15, 1980, the office of Edward F. Harrington, United States Attorney, District of Massachusetts, Boston, Massachusetts, furnished this office with a copy of your letter dated April 1, 1980.

The information furnished concerning possible violations of your constitutional and civil rights has been forwarded to the Civil Rights Division, United States Department of Justice, Washington, D. C.

Any further action taken by this office will be at the instructions of the Civil Rights Division.

Very truly yours,

JAMES J. DUNN, JR.
Special Agent in Charge

by: [redacted]

Supervisory Special Agent

44-2758
FSK:poib

44-2758-5
SEARCHED
SERIALIZED
INDEXED
FILED

b6
b7c

UNITED STATES GOVERNMENT
memorandum
223-6418 FTS

DATE: February, 1982

REPLY TO
ATTN OF:

[REDACTED] AUSA, Boston, Mass.

SUBJECT: WHITE, Kevin et al
Civil Rights Violation

REFERENCE NO. A-0249

TO: F.B.I., BOSTON, MASS.
FILE, U.S. Attorney

The above-entitled matter has been prosecutively declined by this Office. Kindly notify all parties on your notification list and inform Bureau headquarters and D.O.J. Civil Rights Section Washington, D.C. if necessary.

b6
b7C

A thorough review of this matter indicates that it lacks prosecutive merit and will not be further investigated by the United States Attorney's Office, and we have closed the file.

* KEVIN WHITE, Mayor of Boston
[REDACTED] Boston Police Dept.

[REDACTED] Victims

* * * * *

44-2758-6

SEARCH	Qc	Q
SERIAL		

11/5



Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

OPTIONAL FORM NO. 10
(REV. 7-76)
GSA FPMR (41 CFR) 101-11.6
5010-112

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

No Duplication Fees are charged for Deleted Page Information Sheet(s).

Total Deleted Page(s) ~ 8

Page 14 ~ Duplicate

Page 15 ~ Duplicate

Page 16 ~ Duplicate

Page 17 ~ Duplicate

Page 18 ~ Duplicate

Page 19 ~ Duplicate

Page 20 ~ Duplicate

Page 21 ~ Duplicate

TO: SUPPORT SERVICES SUPERVISOR

Date _____

Subject

WHITE, KEVIN. A-

Social Security Account #

Aliases

(MAYOR OF BOSTON)

Address

Birth Date

Birthplace

Race

Sex

☐ Male
☐ Female☐ Exact Spelling

☐ All References

☐ Main Subversive Case Files Only

☐ Subversive References Only

☐ Main Criminal Case Files Only

☐ Criminal References Only

☐ Main Subversive (If no Main, list all Subversive References)

☐ Main Criminal (If no Main, list all Criminal References)

☐ Restrict to Locality of

File & Serial Number

Remarks

File & Serial Number

Remarks

WHITE KEVIN. H.

$$3/80$$

4/80

44-2726

44-27588

Requested by

Squad

Extension

File No.

Searched by

1

12/24/80
(date)

Consolidated by

(date)

Reviewed by

(date)

File Review Symbols

I - Identical
NI - Not identical

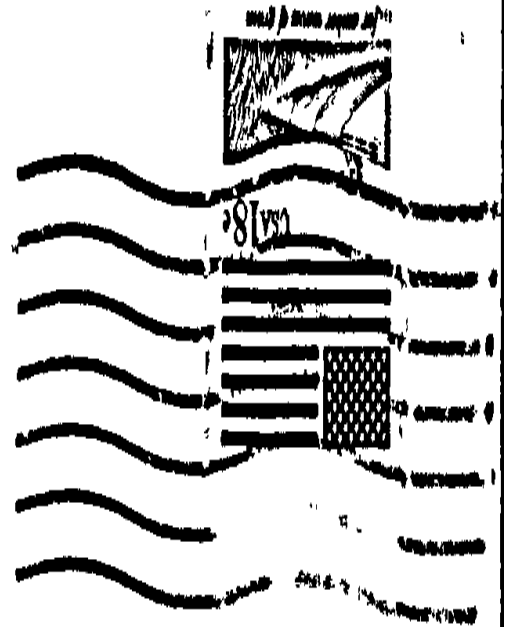
? - Not identifiable
U - Unavailable reference



b6
b7C

GENERAL DELIVERY

DENVER COLORADO 80202 09/21/81



FEDERAL BUREAU OF INVESTIGATION

BOSOTON OFFICE JOHN F KENNEDY BUILDING

BOSTON MA 02203

John F. Kennedy Federal Building
Government Center
Boston, Massachusetts 02203

September 30, 1981

[redacted]
General Delivery
Denver, Colorado 80202

Dear [redacted]

This is to acknowledge receipt of your recent letter to this office.

The information furnished concerning a possible violation of your civil rights has been forwarded to the Civil Rights Division, U.S. Department of Justice, Washington, D.C.

Any further action taken will be at the instructions of the Civil Rights Division.

Very truly yours,

LAWRENCE SARHATT
Special Agent in Charge

By: [signature]

[redacted]
Supervisory Special Agent

1 - Addressee
① - 44A-2952
FSK/dw
(2)

b6
b7C

SEARCHED
SERIALIZED
INDEXED
FILED

44A-2952-6

type of help you may
have to look else were.
increase in heat.

Best of luck.

Aggy II of I

44-2560-747

SEARCHED	INDEXED
SERIALIZED	FILED
MAY 10 1982	
FBI - BOSTON	

[REDACTED]
Denver Co. 80201 SP

John F Kennedy Federal Building
Government Center
Boston Ma. 02203

to Agent in Charge

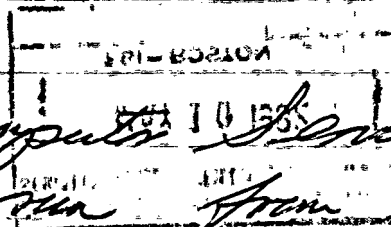
Find enclosed all most all matters
you requested now at Denver
Co 80201 have included all
information relating to unemployment
doing no checks record do
what ever you like you
have my permission on
this matter.

b6
b7C

with a com Research

[REDACTED]
[REDACTED]
Bank 15:30 hr

P.D. on the computer Services
Center was being run from those
who would rather not lend any





STATE OF COLORADO
DIVISION OF EMPLOYMENT
AND TRAINING

251 EAST 12TH AVENUE/DENVER, COLORADO 80203
AREA CODE 303 TELEPHONE 866-6260

REFEREE'S DECISION

LO: Denver Central

DATE
MAILED MAR 04 1982

DO 2610-82

DEPUTY'S
DECISION MAILED 2-3-82

DATE OF APPEAL 2-5-82

A-4

APPEAL
RIGHTS

WITHIN FIFTEEN DAYS AFTER THE DATE MAILED, ANY INTERESTED PARTY (AS DEFINED BY THE COLORADO EMPLOYMENT SECURITY ACT) MAY SUBMIT A WRITTEN APPEAL FROM THIS DECISION TO THE COLORADO INDUSTRIAL COMMISSION EITHER THROUGH THE NEAREST OFFICE OF THE COLORADO DIVISION OF EMPLOYMENT, OR DIRECTLY TO THE DIVISION OF EMPLOYMENT, P.O. BOX 8988, DENVER, COLORADO 80201. PLEASE SUBMIT YOUR APPEAL IN DUPLICATE.

IMPORTANT: IF THIS DECISION REVERSES A PREVIOUS AWARD OF BENEFITS, YOU MAY BE LIABLE TO REPAY THOSE BENEFITS.

REGARDING UNEMPLOYMENT
INSURANCE CLAIM OF

INTERESTED PARTY

TYPE OF CASE

Division of Employment

Disallowance

(APPELLANT)

APPEARANCES: The claimant testified on his own behalf. This hearing was held on March 2, 1982.

FINDINGS OF FACT AND CONCLUSIONS: The claimant appeals a determination of the Division which disallowed his claim for benefits for the week ending January 16, 1982, because of late filing. The record indicates that the claim for that week was post marked January 28, 1982.

The claimant testified that his claim was late because he was late in receiving the previous weeks check with the claim form attached. It was the claimant's understanding that he was to wait for this claim form rather than file the yellow form B-3a if the previous weeks check was not received on time. The claimant further testified that he got this understanding from an employee of the Job Service Center. Finally, he testified that he had never received the pamphlet that delineates his responsibilities and the time limits for filing his claims. b6 b7C

Based upon the claimant's testimony, the referee must conclude that while the claim was not filed in a timely manner, the procedure for filing was never properly explained to the claimant. Therefore, he cannot be responsible for any mistakes in filing his claim. Based upon this conclusion, it is determined that the claimant should not have been disallowed for the week in question.

DECISION: It is determined that Section 8-73-107 of the law is applicable to this case, and the claimant shall be allowed his claim for benefits for the week ending January 16, 1982.

The decision of the deputy is reversed.

rd

Referee

SIGNATURE ON ORIGINAL IN DIVISION FILE

CERTIFIED: Mailed to above parties and their attorneys of record, postage prepaid, this 4th day of Mar, 1982

A S-25
(R-1/82)

395-84-05-0254

By

IJC

10111721 1010000181 10111721

OUT OF ANY MONIES TO THE CREDIT OF THE FUND CHARGED

DENVER DEL CO 80202

PAY TO THE ORDER OF

WARRANT ON THE TREASURER OF THE STATE OF COLORADO

***** TWELVE ***** DOLLARS & 36 CENTS *****

\$ 12.36

DOLLARS CENTS

DATE 02-24-82 WEEK ENDING 02-20-82

STATE OF COLORADO
DEPARTMENT OF LABOR AND EMPLOYMENT
DIVISION OF EMPLOYMENT AND TRAINING

NO. K277079

EACH ITEM ON THE FRONT AND BACK OF THIS FORM MUST BE COMPLETED.

9. IF YOU LOOKED FOR WORK THIS WEEK, LIST CONTACTS MADE OR ACTION TAKEN. IF NOT, EXPLAIN IN REMARKS.

DATE	NAME AND ADDRESS OF PLACE OR UNION CONTACTED	HOW CONTACTED	RESULTS
2/25/82	Comm ma 17th Boston Pk. Boston	mail	WAITING
2/26/82	City Boston Briton ma.	mail	WAITING
2/27/82	Stage Police Boston ma	mail	WAITING

REMARKS Direct Deposit Colorado State Bank
Acct No. 94-47191 NAME

I CERTIFY THAT THE STATEMENTS I HAVE MADE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND I AM AWARE THAT THERE ARE PENALTIES FOR FALSE STATEMENTS, WILLFUL MISREPRESENTATION, AND FAILURE TO DISCLOSE INFORMATION IN ORDER TO OBTAIN BENEFITS.

SIGN YOUR NAME HERE DATE SIGNED 03/01/82 FOR CO USE ONLY

COLORADO DIVISION OF EMPLOYMENT AND TRAINING

JSC NUMBER 03121	WARRANT NUMBER K277079	CONTINUED CLAIM FOR BENEFITS	1. SOCIAL SECURITY NO. (11-19) [REDACTED]	
INSTRUCTIONS: Fill in each item, date and mail (or deliver) within 7 days after week ending date. Do not complete before the week ending date. Please print			2. I HEREBY CLAIM BENEFITS FOR THE WEEK ENDING SATURDAY <u>LASTICK</u> (20-25)	
3. WERE YOU AVAILABLE TO WORK THIS WEEK? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 4. WERE YOU PHYSICALLY ABLE TO WORK THIS WEEK? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF NO TO 3 OR 4 ABOVE, EXPLAIN IN REMARKS) 5. DID YOU REFUSE ANY JOB OFFERS THIS WEEK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES TO 5 ABOVE, EXPLAIN IN REMARKS) 6. DURING THIS WEEK, DID YOU RECEIVE VACATION OR SEVERANCE PAY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, THE AMOUNT \$ <u>0</u>		7. DID YOU, THIS WEEK, ATTEND SCHOOL DURING THE HOURS YOU NORMALLY WORK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES TO 7 ABOVE, ENTER NAME OF SCHOOL AND DAYS AND HOURS ATTENDED IN REMARKS) 8. DID YOU DO VOLUNTEER WORK DURING THIS WEEK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, NUMBER OF HOURS <u>0</u> 9. DID YOU WORK DURING THIS WEEK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES A. NUMBER OF HOURS <u>0</u> B. AMOUNT EARNED, BEFORE DEDUCTIONS EVEN IF NOT YET PAID \$ <u>0</u> C. ENTER NAME AND ADDRESS OF EMPLOYER YOU WORKED FOR THIS WEEK IN REMARKS (26-30)		
IF YOUR ADDRESS HAS CHANGED PRINT CORRECTION BELOW <div style="border: 1px solid black; padding: 5px; display: inline-block;"> GEN DEL DENVER </div> CO 80202				
DO NOT WRITE BELOW THIS LINE				
993-71-02-0070 FORM B-3 REV 11-81	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> REOPENED <input type="checkbox"/> FORM B-14B	EFFECTIVE DATE	DATE OF B-405	DO NOT WRITE BELOW THIS LINE DATE RECEIVED OR REPORTED INTERVIEWER'S INITIALS

KNOW YOUR ENDORSER

I understand that the Employment Security Act of Colorado provides that any person who makes a false statement or representation, or who knowingly fails to disclose a material fact, with the intent to defraud by obtaining or increasing any benefit, shall be guilty of a misdemeanor and shall be punished by a fine or imprisonment or both.

SIGNATURE

b6
b7C



job insurance

COMMONWEALTH OF MASSACHUSETTS DIVISION OF EMPLOYMENT SECURITY
CHARLES F. HURLEY BUILDING - GOVERNMENT CENTER - BOSTON, MA 02114

DECISION ON ELIGIBILITY
FOR BENEFITS

Claimant

General Delivery
Denver, Colorado 80202

FBI
Bos to 4
Case Number
Office Number 89
S.S.A. Number

On May 13, 1981 the claimant requested a hearing (Section 39, Mass. Employment Security Law) on a determination of the Director's representative which ~~denied~~ certain benefits. The hearing was held on July 20, 1981 *APPROVED*

At the hearing in Denver, Co. on June 23, 1981 the claimant was present. The mechanical recording of the claimant's testimony taken at the hearing and the written record were reviewed in Boston on July 20, 1981.

A determination which denied certain benefits to the claimant under Section 25(e)(2) of the Law was mailed to the claimant on November 4, 1980.

The claimant requested a hearing of such determination on November 21, 1980, seven days after the ten day appeal period provided by Section 39(b) of the Law. Said determination found the claimant's reason for filing the appeal after the ten day appeal period was for reasons which did not constitute good cause within the meaning of Section 39(b) of the Law. *b6 b7C*

The claimant gave no reason for the delay in filing his late appeal.

From the record and evidence, it is found as fact, the request for hearing filed on November 21, 1980 was not filed within the ten day time limit permitted by statute and the claimant's reason for filing a late appeal did not constitute good cause within the meaning of Section 39(b) of the Law.

The determination is affirmed. The appeal is dismissed.

RECEIVED

SEP 21 1981

10/26/81
Billie
Claims
Personal
DIVISION OF EMPLOYMENT SECURITY

Date of Mailing

7-27-81
lbh

YOU MAY APPEAL THIS DECISION

THIS DECISION WILL BECOME FINAL UNLESS YOU APPEAL NO LATER THAN TEN DAYS FROM THE DATE THIS DECISION WAS MAILED TO YOU. Your appeal, in the form of a signed letter, may be mailed directly to the Board of Review, Charles F. Hurley Building, Government Center, Boston, MA 02114, or may be filed in person, using the form provided, in the office where this claim was filed, or in any office of this Division. Give your Office Number and your Social Security Account Number on your appeal.

NOTE: APPEALS FILED BY MAIL WILL BE CONSIDERED TO HAVE BEEN FILED ON THE DATE OF THE POSTMARK.

TO CLAIMANT: IF YOU APPEAL, YOU SHOULD CONTINUE TO REPORT TO THE OFFICE IN WHICH YOUR CLAIM IS FILED EACH WEEK IN WHICH YOU ARE UNEMPLOYED, IN ORDER TO PROTECT YOUR RIGHTS TO BENEFITS.

Employing Unit

Form 3713-B (Hearings Dept.)
Rev. 5-80

(OVER)

18 mos / (may do)

(COUNTS)

EMPLOYMENT SECURITY LAW PROVIDES AS FOLLOWS:

"Partial unemployment", an individual shall be considered to be partially unemployed if in any week of less than his normal weekly schedule of work he has earned or has received remuneration in an amount which is less than his normal earnings for that week to which he would be entitled if totally unemployed during said week; provided, however, that certain earnings as specified in paragraph (b) of Section 29 shall be disregarded. For the purpose of this subsection, any loss of remuneration incurred by an individual during said week resulting from any cause other than failure of his employer to furnish to him the weekly schedule of work shall be considered as wages and the director may prescribe the manner in which the total amount of such wages thus lost shall be determined.

Section 1-(1) (2) "Total unemployment", an individual shall be deemed to be in total unemployment in any week in which he performs no wage earning services whatever, and for which he receives no remuneration, and in which, though capable of and available for work, he is unable to obtain any suitable work... An individual who is not entitled to vacation pay from his employer shall be deemed to be in total unemployment during the entire period of general closing of his employer's place of business for vacation purposes, notwithstanding his prior assent, direct or indirect, to the establishment of such vacation period by his employer.

Section 1 (r): (3) For the purpose of this subsection, "Remuneration", any consideration, whether paid directly or indirectly, including salaries, commissions and bonuses, and reasonable cash value of board, rent, housing, lodging, payment in kind and all payments in any medium other than cash, received by an individual (1) from his employing unit for services rendered to such employing unit, (2) as net earnings from self-employment and (3) as payment in lieu of dismissal notice, or as payment for vacation allowance during a period of regular employment. For the purpose of this subsection, the word "Remuneration" shall not include tips paid in any medium other than cash but shall include cash tips received by an employee in the course of his employment by an employer. Remuneration shall be deemed to have been received in such week or weeks in which it was earned or for such week or weeks, including any fractions thereof, to which it can reasonably be considered to apply. If the length of the period to which the remuneration applies is not clearly identified, such period shall be determined by dividing such remuneration by the amount of the individual's average weekly wage.

Section 24. An individual, in order to be eligible for benefits under this chapter shall—

(b) Be capable of and available for work and unable to obtain work in his usual occupation or any other occupation for which he reasonably fitted:-----

Section 25. No waiting period shall be allowed and no benefits shall be paid to an individual under this chapter for—

(a) Any week in which he fails without good cause to comply with the registration and filing requirements of the director... Any failure knowingly to furnish accurate information concerning any material fact, including amounts of remuneration received, as provided in subsection (c) of section twenty-four, may, at the discretion of the director disqualify the individual furnishing such inaccurate information from serving a waiting period or receiving any benefits for not more than ten otherwise compensable weeks subsequent to the time of furnishing such inaccurate information or of the discovery that such inaccurate information was so furnished.

(c) Any work in which an otherwise eligible individual fails without good cause, to apply for suitable employment whenever notified to do so by the employment office, or to accept suitable employment whenever offered to him, and for the next seven consecutive weeks in addition to the waiting period provided in section twenty-three, and the duration of benefits for unemployment to which the employee would otherwise have been entitled may thereupon be reduced for as many weeks, not exceeding eight, as the director shall determine from the circumstances of each case.

"Suitable employment," as used in this subsection, shall be determined by the director, who shall take into consideration whether the employment is detrimental to the health, safety or morals of an employee, is one for which he is reasonably fitted by training or experience, including employment not subject to this chapter, is one which is located within reasonable distance of his residence or place of last employment, and is one which does not involve travel expenses substantially greater than that incurred in his former work.

No work shall be deemed suitable, and benefits shall not be denied under this chapter to any otherwise eligible individual for refusing to accept new work under any of the following conditions:-

(1) If the position offered is vacant due directly to a strike, lockout or other labor dispute;

(2) If the remuneration, hours or other conditions of the work offered are substantially less favorable to the individual than those prevailing for similar work in the locality;

(3) If acceptance of such work would require the individual to join a company union or would abridge or limit his right to join or retain membership in any bona fide labor organization or association of workmen.

An individual who is certified as attending an industrial retraining course or other vocational training course as provided under section thirty shall not be denied benefits by reason of the application of the first paragraph of this subsection relating to failure to apply for, or refusal to accept, suitable work.

(e) For the period of unemployment next ensuing and until the individual has had at least four weeks of work and in each of said weeks has earned an amount equivalent to or in excess of his weekly benefit amount after he has left his work (1) voluntarily without good cause attributable to the employing unit or its agent (2) by discharge shown to the satisfaction of the director to be attributable solely to deliberate misconduct in willful disregard of the employing unit's interest or (3) because of conviction of a felony or misdemeanor.

No disqualification shall be imposed if such individual establishes to the satisfaction of the director that he left his employment in good faith to accept new employment on a permanent full-time basis, and that he became separated from such new employment for good cause attributable to the new employing unit. An individual shall not be disqualified under the provisions of this subsection from receiving benefits by reason of leaving his work under the terms of a pension or retirement program requiring retirement from the employment notwithstanding his prior assent, direct or indirect, to the establishment of such program. An individual shall not be disqualified from receiving benefits under the provisions of this subsection, if such individual establishes to the satisfaction of the director that his reasons for leaving were for such an urgent, compelling and necessitous nature as to make his separation involuntary.

(f) For the duration of any period, but in no case more than ten weeks, for which he has been suspended from his work by his employing unit as discipline for violation of established rules or regulations of the employing unit.

Section 29. (a) An individual in total unemployment and otherwise eligible for benefits..... shall be paid for each week of unemployment an amount.....

(b) An individual in partial unemployment and otherwise eligible for benefits shall be paid the difference between his aggregate remuneration with respect to each week of partial unemployment and the weekly benefit rate to which he would have been entitled if totally unemployed; provided, however, that earnings up to forty percent of his weekly benefit rate shall be disregarded. In no case shall the amount of earnings so disregarded exceed thirty dollars or be less than ten dollars. Such partial benefit amount shall be raised to the next highest dollar if it includes a fractional part of a dollar.

Section 30..... If in the opinion of the director, it is necessary for an unemployed individual to obtain further industrial or vocational training to realize employment, the total benefits which such individual may receive shall be extended by eighteen times his benefit rate, if such individual is attending an industrial or vocational retraining course approved by the director, provided, that such additional benefits shall be paid to the individual only when attending such course; and provided further, that any benefits paid to an individual under the provisions of this paragraph which would not be chargeable to the account of any particular employer under the provisions of section fourteen shall be charged to the solvency account.

Section 39 (b) Any interested party notified of a determination may request a hearing within ten days after delivery in hand by the director's authorized representative, or mailing of said notice, unless it is determined in accordance with procedures prescribed by the director that the party had good cause for failing to request a hearing within such time. In no event shall good cause be considered if the party fails to request a hearing within thirty days after such delivery or mailing of said notice. If a hearing is so requested, the director, or his authorized representative, except when the alternative provided in subsection (d) is invoked, shall afford all interested parties a reasonable opportunity for a fair hearing before an impartial hearing officer designated by the director.....

COLORADO DIVISION OF EMPLOYMENT AND TRAINING

251 EAST 12TH AVENUE-DENVER, COLORADO 80203

OFFICIAL BUSINESS

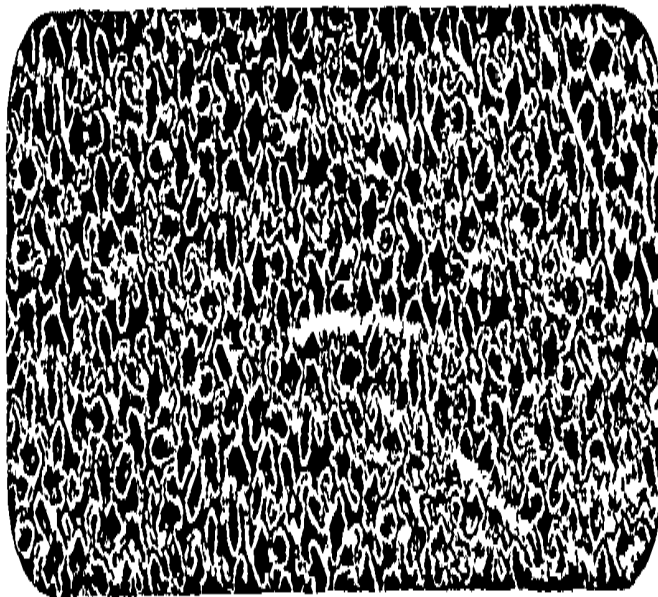
PENALTY FOR PRIVATE USE, \$300



POSTAGE AND FEES PAID

EMPLOYMENT SECURITY MAIL

LAB-449



EMP-11

395-88-11-0112

Form B-388
8-75

State of Colorado
Department of Labor and Employment
DIVISION OF EMPLOYMENT
Denver, Colorado 80203

YOUR CLAIM FOR THE
WEEK ENDING 04/10/82 CANNOT
BE PAID.

15 APR., 1982

YOUR
UNEMPLOYMENT BENEFITS FOR
BENEFIT YEAR ENDING 08/14/82
ARE EXHAUSTED.

SS NO

b6
b7C

PO BOX 8688

DENVER

CO 80201

395-71-154267

JSC DOWNTOWN

CODE 01

WE ARE FORBIDDEN BY LAW FROM GIVING INFORMATION ABOUT YOUR CLAIM OVER THE TELEPHONE.

THE COLORADO EMPLOYMENT SECURITY ACT STATES:

"THERE SHALL BE DEDUCTED FROM THE WEEKLY BENEFIT AMOUNT THAT PART OF WAGES PAYABLE TO SUCH INDIVIDUAL WITH RESPECT TO SUCH WEEK WHICH IS IN EXCESS OF 25% OF HIS WEEKLY BENEFIT AMOUNT, AND THE WEEKLY BENEFIT AMOUNT RESULTING SHALL BE COMPUTED TO THE NEXT HIGHER MULTIPLE OF ONE DOLLAR."

"WAGES" MEANS ALL REMUNERATION FOR PERSONAL SERVICES, INCLUDING THE CASH VALUE OF ALL REMUNERATION PAID IN ANY MEDIUM OTHER THAN CASH."

NOTICE OF DETERMINATION-DEDUCTION OF EARNINGS FROM CLAIMANT'S WEEKLY BENEFIT AMOUNT

THIS IS THE ONLY NOTICE OF COMPUTATION OF DEDUCTION OF EARNINGS YOU WILL RECEIVE DURING THE CURRENT BENEFIT YEAR.

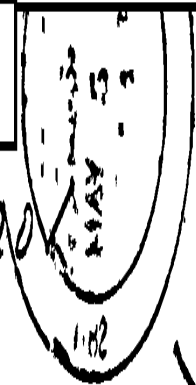
YOU MAY APPEAL FROM THIS COMPUTATION OF DEDUCTION DUE TO WAGES EARNED WITHIN FIFTEEN (15) DAYS FROM THE ABOVE DATE THIS DETERMINATION WAS DELIVERED TO YOU OR MAILED TO YOUR LAST KNOWN ADDRESS.

YOU MAY APPEAL FROM ANY SUBSEQUENT COMPUTATION MADE DURING THIS CURRENT BENEFIT YEAR DUE TO WAGES EARNED WITHIN FIFTEEN (15) DAYS FROM THE DATE SUCH REDUCED PAYMENT (CHECK) WAS MAILED TO YOUR LAST KNOWN ADDRESS.

AN APPEAL MAY BE MADE THROUGH THE LOCAL OFFICE IN WHICH YOUR CLAIM HAS BEEN FILED OR BY LETTER TO THE DIVISION STATING IN DETAIL THE VALID REASON(S) FOR SUCH APPEAL, YOUR NAME AND SOCIAL SECURITY NUMBER AND THE WEEK-ENDING DATE AND NUMBER OF THE CHECK INVOLVED.

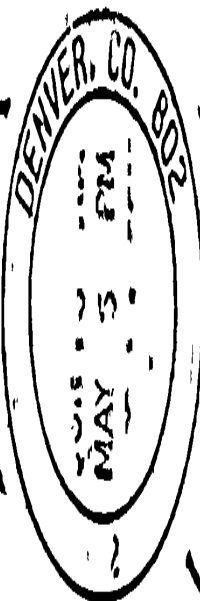
P.O. Box

Denver Co. 80201



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b7C



United States Department of Justice

Federal Bureau of Investigation

John F. Kennedy Federal Office Building

Boston, Ma 02203

Agent in Charge

II

5/5/62

Indices Search Slip
FD-160 (Rev. 2-20-80)

TO: SUPPORT SERVICES SUPERVISOR

Date

Subject

Social Security Account #

Aliases

Address

Birth Date

Birthplace

Race

Sex

☐ Male

☐ Female

☐ Exact Spelling

☐ Main Criminal Case Files Only

☐ Restrict to Locality of

☐ All References

☐ Criminal References Only

☐ Main Subversive Case Files Only

☐ Main Subversive (If no Main, list all Subversive References)

☐ Subversive References Only

☐ Main Criminal (If no Main, list all Criminal References)

File & Serial Number

Remarks

62-6-20549

44-2952

197-51

200-243-7

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Requested by

Squad

Extension

File No.

Searched by

(date)

Consolidated by

(date)

Reviewed by

(date)

File Review Symbols

I - Identical

? - Not identifiable

NI - Not identical

U - Unavailable reference

9. IF YOU LOOKED FOR WORK THIS WEEK, LIST CONTACTS MADE OR ACTION TAKEN. IF NOT, EXPLAIN IN REMARKS.			
DATE	NAME AND ADDRESS OF PLACE OR UNION CONTACTED	HOW CONTACTED	RESULTS
2/15/82	LEAD DATA INC, 775 DPKIN, TURNPIKE 7000, SUITE 645	MAIL	Waiting
2/16/82	PAUL C. WILSON, 1000 S. W. 10th, SUITE 100, DENVER, CO 80202	MAIL	Waiting
2/17/82	WELLS FARGO, 1000 S. W. 10th, SUITE 100, DENVER, CO 80202	MAIL	Returned
REMARKS: Direct Deposit to MAIN BRANCH COLORADO STATE BANK / Denver 94-47191 for unemployment of 13. no dependents. Received on 02/24/82			
I CERTIFY THAT THE STATEMENTS I HAVE MADE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT THERE ARE PENALTIES FOR FALSE STATEMENTS, WILLFUL MISREPRESENTATION, AND FAILURE TO DISCLOSE INFORMATION IN ORDER TO OBTAIN BENEFITS.			
SIGN YOUR NAME HERE		DATE SIGNED	FOR CO USE ONLY

COLORADO DIVISION OF EMPLOYMENT AND TRAINING

JSC No.	Continued Claim for Benefits	1. Social Security No. (11-15)	
INSTRUCTIONS: Fill in each item, date and mail (or deliver) within 7 days after week ending date. Do not complete before the week ending date. PLEASE PRINT.		2. I hereby claim benefits for week ending on Saturday	
3. Were you available for work this week? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Mo Da Yr 20 2 20 82	
4. Were you physically able to work this week? (If no to 3 or 4 above, explain in Remarks) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Total earnings, before deductions, whether paid or not \$ 0.00 b6 b7C	
5. Did you refuse any job offers this week? (If yes to 5 above, explain in Remarks) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name & address of employer you worked for this week	
6. During this week, did you receive vacation or severance pay? If yes, the amount \$ 0.00 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		First Name Initial Last Name	
7. Did you, this week, attend school during the hours you normally work? (If yes to 7 above, enter name of school and days and hours attended in Remarks) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is this a new Address <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do not write below this line		Do not write below this line	
Form B-3a (R 11-78)	<input type="checkbox"/> Additional, Recaptured <input type="checkbox"/> Form B-14B	Effective date	Date of B-405
Do not write below this line		Do not write below this line	
Form B-3a (R 11-78)		Date Received or Reported	Interviewer's Initials

395-71-02-0062

$$\begin{array}{r} 742 / 1933 / 600 \\ \hline 85 / 95000000 \end{array}$$

$$50 / \frac{20000}{1000000}$$

1000000

200000

$$\begin{array}{r} 333 \\ 60 / 200000 \\ \hline 180 \\ \hline 200 \\ \hline 180 \\ \hline 200 \end{array}$$

350

20000

95089

EACH ITEM ON THE FRONT AND BACK OF THIS FORM MUST BE COMPLETED.

9. IF YOU LOOKED FOR WORK THIS WEEK, LIST CONTACTS MADE OR ACTION TAKEN. IF NOT, EXPLAIN IN REMARKS.

DATE	NAME AND ADDRESS OF PLACE OR UNION CONTACTED	HOW CONTACTED	RESULTS
2/4/82	Equity Mortgage Investment First National Bank Building	Mail	waiting
2/4/82	HERZBERG DIAMONDS SV & North Valley Shopping C-25	Mail	waiting
2/5/82	Box 685 Riverton WY 82501	Mail	waiting

REMARKS Please deposit to account number
94-47191. Thank you at the
Bank / Colorado State Bank.

I CERTIFY THAT THE STATEMENTS I HAVE MADE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT THERE ARE PENALTIES FOR FALSE STATEMENTS, WILLFUL MISREPRESENTATION, AND FAILURE TO DISCLOSE INFORMATION IN ORDER TO OBTAIN BENEFITS.

SIGN YOUR NAME HERE	DATE SIGNED 2/9/82	FOR CO USE ONLY
------------------------	-----------------------	-----------------

COLORADO DIVISION OF EMPLOYMENT AND TRAINING

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JSC NUMBER K2121	WARRANT NUMBER K211082	CONTINUED CLAIM FOR BENEFITS	1. SOCIAL SECURITY NO. (11-19) [REDACTED]
INSTRUCTIONS: Fill in each item, date and mail (or deliver) within 7 days after week ending date. Do not complete before the week ending date. Please print			2. I HEREBY CLAIM BENEFITS FOR THE WEEK ENDING SATURDAY 020682 (20-25)
3. WERE YOU AVAILABLE TO WORK THIS WEEK? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 4. WERE YOU PHYSICALLY ABLE TO WORK THIS WEEK? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (# NO TO 3 OR 4 ABOVE, EXPLAIN IN REMARKS) 5. DID YOU REFUSE ANY JOB OFFERS THIS WEEK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (# YES TO 5 ABOVE, EXPLAIN IN REMARKS) 6. DURING THIS WEEK, DID YOU RECEIVE VACATION OR SEVERANCE PAY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, THE AMOUNT \$ <u>0</u>		7. DID YOU, THIS WEEK, ATTEND SCHOOL DURING THE HOURS YOU NORMALLY WORK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES TO 7 ABOVE, ENTER NAME OF SCHOOL AND DAYS AND HOURS ATTENDED IN REMARKS.) 8. DID YOU DO VOLUNTEER WORK DURING THIS WEEK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, NUMBER OF HOURS _____ 9. DID YOU WORK DURING THIS WEEK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES A. NUMBER OF HOURS <u>0</u> B. AMOUNT EARNED, BEFORE DEDUCTIONS EVEN IF NOT YET PAID \$ <u>0</u> C. ENTER NAME AND ADDRESS OF EMPLOYER YOU WORKED FOR THIS WEEK IN REMARKS (26-30)	
IF YOUR ADDRESS HAS CHANGED PRINT CORRECTION BELOW <div style="border: 1px solid black; width: 100px; height: 15px; margin: 5px auto;"></div> GEN FEL DENVER CO 80202			
DO NOT WRITE BELOW THIS LINE 395 71 02 0070 FORM B-3 REV 11-81		DO NOT WRITE BELOW THIS LINE EFFECTIVE DATE DATE OF B-405 DATE RECEIVED OR REPORTED INTERVIEWER'S INITIALS	

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yz

Boston, Massachusetts

May 27, 1982

[redacted]
P.O. Box 8688
Denver, CO 80201

Dear [redacted]

This is to acknowledge receipt of your recent letter to this office enclosing copies of several documents relative to an unemployment compensation claim filed by you in the state of Colorado.

A review of your letter and its enclosures failed to reflect a violation of Federal Statutes which would come under the investigative jurisdiction of the Federal Bureau of Investigation; therefore, no action is being taken.

Very truly yours,

LAWRENCE SARHATT
Special Agent in Charge

By: W.S.
[redacted]
Supervisory Special Agent

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1-Addressee
1-Boston (44C-2952)
FSK/mad
(2)

FILE REVIEWED
DATE 1-6-96
INITIALS RU

D + C 6/1/82
to [redacted]
5/27/82
A

SEARCHED
SERIALIZED
INDEXED
FILED

[redacted]

44C-2952-10

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

No Duplication Fees are charged for Deleted Page Information Sheet(s).

Total Deleted Page(s) ~ 18

Page 7 ~ Duplicate to 44-HQ-86498

Page 8 ~ Duplicate to 44-HQ-86498

Page 11 ~ Duplicate to 44-HQ-86498

Page 14 ~ Duplicate to 44-HQ-86498

Page 15 ~ Duplicate to 44-HQ-86498

Page 17 ~ Duplicate to 44-HQ-86498

Page 18 ~ Duplicate to 44-HQ-86498

Page 19 ~ Duplicate to 44-HQ-86498

Page 20 ~ Duplicate to 44-HQ-86498

Page 21 ~ Duplicate to 44-HQ-86498

Page 23 ~ Duplicate to 44-HQ-86498

Page 24 ~ Duplicate to Ser. 5

Page 25 ~ Duplicate to Ser. 5

Page 26 ~ Duplicate to Ser. 5

Page 27 ~ Duplicate to Ser. 5

Page 28 ~ Duplicate to Ser. 5

Page 29 ~ Duplicate to 44-HQ-86498

Page 30 ~ Duplicate to 44-HQ-86498

Date

2/18/76

Title and Character of Case

KEVIN H. WHITE, ET AL
AR - HA

Date Property Acquired

2/20/75

Source From Which Property Acquired

[redacted] - CITY OF BOSTON
CORPORATION COUNSEL - Boston MA

Location of Property or Bulky Exhibit

BULKY VAULT

Reason for Retention of Property and Efforts Made to Dispose of Same

POSSIBLE EVIDENCE

Description of Property or Exhibit and Identity of Agent Submitting Same

77 PAGES OF CAMPAIGN CONTRIBUTIONS RE
KEVIN WHITE 1971 CAMPAIGN

R. E. SHEEHAN

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MUST BE HELD UNTIL

Returned by SA [redacted]

1/1/77

[redacted] 2/14/77

On 6/27/79 see L-4 for negot.

SEMIANNUAL INVENTORY CERTIFICATION TO JUSTIFY RETENTION OF PROPERTY (Initial and Date)

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 18 1976	
FBI-BOSTON	

Field File #

92-2202-1B(1)

(Title) _____

(File No.)

P2-2202-1A

Date Filed		Disposition
2/13/75	(1) CORPORATE RECORDS OF SANITAS	
4/30/75	(2) COPIES OF RECEIPTS C-228, 227, A241	
"	(3) LETTERS TO KATY SHAWNEE BANK, 5/11/71, 3/18/72(2) 2/3/65	
"	(4) COPIES OF 4 PAGES, ATT. [] TO KATY SHAWNEE BANK	b6 b7C
7/29/75	(5) COPY OF LETTER FROM CARAZZA TO MAYOR W. WHITE	
"	(6) NOTES	
9/2/75	1. REPORT	
"	2. Certificate of Incorporation/Barfield Corp.	
"	3. Corporate Data - system	
2/23/76	(10) Delgona - Not Executed	
6-29-77	(11) 2 copies of receipt for list of Campaign Contributors	

13006

FEC

File No. 92 - NEW 2202-1A(1)
Date Received 2/30/75
From Acia b6
b7C
(NAME OF CONTRIBUTOR)
V. J. P. & C. H. B. S. C.
(ADDRESS OF CONTRIBUTOR)
Boston, MA,
(CITY AND STATE)
R. E. Sheehan
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

Description:

CORPORATE RECORDS OF SYNTHES

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF ARTICLES OF ORGANIZATION

Name of Corporation SANITAS TECHNOLOGY AND DEVELOPMENT CORP.
Location 4500 Prudential Tower, Boston
Date of Incorporation 9/14/71
President DAVID WEINTRAUB 187 BREWSTER RD, WEST HARTFORD, CONN.
151 WALNUT ST., HARTFORD, CONN.
Treasurer STUART JENNINGS - 214 INDIAN TRAIL RD, GLASTONBURY, CONN
Rte-43 KENDALL RD., NEWTON
Clerk DAVID P. ABRAMS - OFF-129 BORDER ST., EAST BOSTON
Directors THE ABOVE LISTED PRES. PLUS -
ALAN R. CARR - 119 MOHEGAN RD, W. HARTFORD, CT.
JAMES P. SANDLER - 967 ASYLUM AVE, HARTFORD CT.
A. THEODORE BARRON - 62 SHARPE RD., NEWTON, MASS
ABRAHAM WEINTRAUB - 92 HIGHWOOD RD, W. HARTFORD, CT

The total capital stock to be authorized is as follows:

Class of Stock	Without Par Value		With Par Value	
	No. of Shares	No. of Shares	Par Value	Amt.
Preferred				
Common	5,000			

The amount of capital stock now to be issued is as follows:

Class of Stock	Number of Shares	
	Without Par Value	With Par Value
Preferred		
Common		

92-2202-1A(1)

OVER

Purpose - To engage in Engineering, Research and Development Consulting in the field of Solid Waste Disposal.

Resident Agent changed from - ABRAMS to
C. To ~~Co~~ Corporate Systems, 10 Post
Office Sq., Boston.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, SANITAS SECURITY SERVICE OF MASS
 Kind of Business, SECURITY GUARDS
 Location, 129 Border St, E Boston
 Incorporated under the laws of Mass 4/7/59
 When Certificate was filed, 7/17/73
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (including any issued stock held as treasury stock)	
		No. of Shares	Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common		14,000.	—	7,725	10,500.

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others		Mortgages { Specify kind of property mortgaged }	
Notes receivable, customers		Bonds	
Notes receivable, others		Reserves (classify below):	
Merchandise		NOTE: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Supplies			
Securities {except those issued by this corporation}		Capital stock with par value	
Real Estate		Capital stock without par value	
Machinery		No. of shares without par value	
Motor Vehicles and Trailers		Surplus	
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes			
Patent rights, trademarks, copyrights			
Good Will			
Treasury stock			
Profit and loss (deficit)			
TOTAL	\$ 339,508	TOTAL	\$ 339,508

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

OVER

Pres - SIDNEY KAPLAN - 49 Blauvelt Rd., Brookline

Treas - Stuart V. Jennings - 214 Indian Hill Trail,
Glastonbury, Ct.

Clerk - David P. Abrams - 43 Kendall Rd., Newton

Directors -

DAVID P. ABRAMS

JAMES P. SANDLER

ABRAHAM WEINTRAUB

AARON WEINTRAUB

DAVID WEINTRAUB

IRWIN BUCHSBAUM

ALAN R. CARP

SIDNEY KAPLAN.

} addresses previously
given

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF ARTICLES OF ORGANIZATION

Name of Corporation EASKO, INC.
 Location ~~ALAN WINSLOW - 50 WOODLAWN AVE, WELLESLEY HILLS~~ 4550 Prudential Tower, Boston
 Date of Incorporation 7/2/71
 President ALAN WINSLOW - 50 WOODLAWN AVE, WELLESLEY HILLS
 Treasurer ALAN R. CARR - 119 MOHEGAN RD, W. HARTFORD CT.
 Clerk DAVID P. ABRAMS - 43 KENDALL RD, NEWTON.
 Directors THE ABOVE TRES. PLUS -
A. THEODORE BARRON - 62 SHARPE RD, NEWTON
JAMES D. SANDLER - 967 ASYLUM AVE, HARTFORD, CT.
ABRAHAM WEINTRAUB - 92 HIGHWOOD RD, W. HARTFORD CT

The total capital stock to be authorized is as follows:

Class of Stock	Without Par Value		With Par Value	
	No. of Shares	No. of Shares	Par Value	Amt.
Preferred				
Common	5,000			

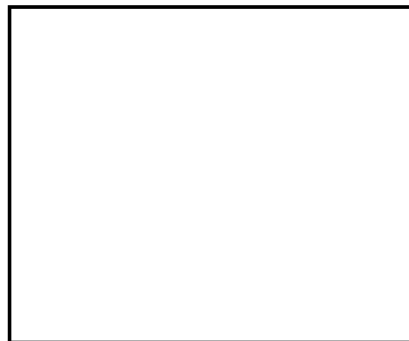
The amount of capital stock now to be issued is as follows:

Class of Stock	Number of Shares	
	Without Par Value	With Par Value
Preferred		
Common		

Purpose - Collection and disposal of solid waste
within Mass.

* Note - This is now "SANITAS WASTE DISPOSAL
OF MASS. INC." - NAME CHGD FROM JAMES.
A FREANEY, INC ON 11/29/72 - FREANEY
INC. ON 12/24/76. - CHG. OF PRINCIPAL OFFICE
TO 1 ELLERY ST, SO. BOSTON —
MERGER WITH FISHER ROBERTS CO, INC - 12/31/72

FISHER ROBERTS CO, INC - NAME CHGD FROM
EASKO, INC., 7/2/71 - MERGE WITH SANITAS 12/31/72



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The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, SANITAS SERVICES OF MASS. INC.
 Kind of Business, TANITORIAL SERVICES
 Location, 129 BORDER ST. E. BOSTON.
 Incorporated under the laws of CONNECTICUT
 When Certificate was filed, 7/17/73.
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred		5000	\$	100	\$22,600.
Common					

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others		Mortgages { Specify kind of property mortgaged }	
Notes receivable, customers		Bonds	
Notes receivable, others		Reserves (classify below):	
Merchandise		Note: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Supplies		Capital stock with par value	
Securities {except those issued by this corporation}		Capital stock without par value	
Real Estate		No. of shares without par value	
Machinery		Surplus	
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes			
Patent rights, trademarks, copyrights			
Good Will			
Treasury stock			
Profit and loss (deficit)			
TOTAL	\$ 1,587,391	TOTAL	\$ 1,587,391

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.).....
- Did the corporation have any contingent liabilities not reported above?.....
- What of the above classes of assets, if any, were pledged?.....
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?.....

OVER

Bus Hold in Conn - 151 Walnut St., Hartford, Conn.

- Pres - SIDNEY KAPLAN - 49 Blake Rd., Brookline
VICE Pres - NOAH GOLDBERG - 247 Craft Rd., Chestnut Hill
V-Pres - ABRAHAM WEINTRAUB - 92 Highwood Rd., W. Hartford, Ct.
V-Pres - Alon R. Corp - 119 Mohegan Dr., W. Hartford, Ct.
V-Pres - James P. Sandler - 165 Tudor Lane, Manchester, Ct.
Treas - Stuart Y. Jennings - 214 Indian Hill Trail
Glastonbury, Ct.
Sec - John B. ~~Furman~~
Furman - 165 Tudor Lane, Manchester Ct.
Asst Sec - David Weintraub - 91 Duncaster Rd.,
Bloomfield, Ct.
Asst Sec - Mary Ann Boucher - W. Middle Turnpike
Manchester, Ct.
V-Pres - Irwin Buchsbaum - 140 Greenwood Rd.,
Newton Center, Mass.
V-Pres + Asst Sec - David Abrams - 43 Kendall Rd., Newton
Center

Directors - The above

File No.

S2-2202-1A(2)

Date Received

3/25

From

AUSA

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(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By

R. E. Sheela

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes☒ NoReceipt given ☐ Yes☒ No

Description:

COPIES OF RS CERTIFICATIONS
C-228, 227, A2410

COMMON STOCK

NUMBER
C 228



RECLAMATION SYSTEMS, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



FIVE THOUSAND

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE WERE ACQUIRED BY THE REGISTERED HOLDER BY PURCHASE OF THE CORPORATION AND NOT WITH A VIEW TO THE RESALE THEREOF. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, MORTGAGED OR OTHERWISE ENCAPSULATED UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNLESS COMPANY COUNSEL HAS GIVEN AN OPINION THAT REGISTRATION UNDER SAID ACT IS NOT REQUIRED. SEE REVERSE FOR CERTAIN DEFINITIONS.

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT (1¢) EACH OF THE COMMON STOCK OF RECLAMATION SYSTEMS, INC. (herein called the "Corporation") transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be subject to all of the provisions of the Articles of Organization and the By-Laws of the Corporation as amended from time to time. This certificate is not valid until countersigned by the Transfer Agent.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated OCT 1 1968

Paul P. ...
TREASURER



Paul Hagel
PRESIDENT

COUNTERSIGNED:
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

BY

[Signature]
AUTHORIZED OFFICER

[Signature]
AUTHORIZED OFFICER

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72-2002-14 (2)

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIFORM MIN ACT —

Custodian (Cust) (Minor) under Uniform Gifts to Minors Act (State)

Additional abbreviations may also be used though not in the above list.

For value received, 2 hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Redacted]

[Redacted]

PLEASE

[Redacted]

TOTAL ZIP CODE OF ASSIGNEE

BOSTON, MASS 02110

FIVE THOUSAND Shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated, 12/7/70

[Redacted Signature]

SIGNATURE GUARANTEED
CITY BANK & TRUST COMPANY

[Redacted]

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Certificate, in every particular, alteration or enlargement, or any change whatever.

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RECEIVED
12-23-70
CORPORATE

NUMBER
C 227

COMMON STOCK

SHARES
10000

RECLAMATION SYSTEMS, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



TEN THOUSAND

IS THE OWNER OF

THE SHARES OF COMMON STOCK REPRESENTED BY
THIS CERTIFICATE WERE ADMITTED TO THE REGISTERED
HOLDER FOR PURPOSES OF REGISTRATION AND NOT WITH
A VIEW TO THE RESALE THEREOF. THESE SECURITIES
MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE
DISPOSED OF WITHOUT THE ACT OF 1933 OR UNLESS
THE SECURITIES COUNCIL HAS GIVEN AN OPINION THAT
REGISTRATION IS NOT REQUIRED.

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT (1c) EACH OF THE COMMON STOCK OF
RECLAMATION SYSTEMS, INC. (herein called the "Corporation") transferable on the books of the Corporation by the holder hereof
in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented
hereby are issued and shall be subject to all of the provisions of the Articles of Organization and the By-Laws of the Corporation as
amended from time to time. This certificate is not valid until countersigned by the Transfer Agent.
Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated OCT 1 1968

[Signature]
TREASURER



[Signature]
PRESIDENT

COUNTERSIGNED BY
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

BY
AUTHORIZED OFFICER

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b7c

29

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common,	UNIF GIFT MIN ACT— Custodian (Cust)
TEN ENT — as tenants by the entireties	(Minor)
JT TEN — as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act..... (State)

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Redacted box]

[Redacted box]

PLEASE PRINT OR

[Redacted box]

DE OF ASSIGNEE

BOSTON MASS 02110

TLN THOUSAND Shares
of the capital stock represented by the within Certificate, and do hereby
irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named
Corporation with full power of substitution in the premises.

Dated, 12/7/70

[Redacted box]

SIGNATURE GUARANTEED
CITY TRUST COMPANY

[Redacted box]

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Certificate, in every particular, without alteration or enlargement, or any change whatever.

b6
b7C

RECEIVED
DEC 10 1970
CITY TRUST COMPANY

CC

NUMBER
A 2410

COMMON STOCK

2800

MORE

SHARES
2000

RECLAMATION SYSTEMS, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



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b7C

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT OF EACH OF THE COMMON STOCK OF RECLAMATION SYSTEMS, INC. (herein called the "Corporation") as evidenced by this certificate have been registered under the Securities Act of 1933, and may not be sold, transferred, or otherwise disposed of except pursuant to a statement of compliance with the provisions of the Securities Act of 1933, and the By-Laws of the Corporation as amended from time to time. This certificate is not valid until countersigned by the Transfer Agent.

Witness the facsimile seal of the Corporation and the facsimile signatures of its authorized officers.

Dated MAY 19 1971

[Signature]
TREASURER



[Signature]
PRESIDENT

COUNTERSIGNED BY
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

BY *[Signature]*
AUTHORIZED OFFICER

TENS	UNITS
1	4
2	2
8	3
4	4
5	5
6	6
7	7
8	8
9	9
0	0

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws and regulations:

TEN COM — as tenants in common	UNIF GIFT MIN ACT — (Cust) Custodian (Minor) under Uniform Gifts to Minors Act (State)
TEN ENT — as tenants by the entireties	
JT TEN — as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Redacted box]

28 x 100

HAWKEYE & CO.

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSSIBLE PREVIOUS ASSIGNEE

c/o HARRY-FITZPATRICK-CHANCE & CO., INC.

125 Water Street

Boston, Massachusetts 02109

..... Shares
of the capital stock represented by the within Certificate, and do hereby
irrevocably constitute and appoint.....

Attorney to transfer the said stock on the books of the within-named
Corporation with full power of substitution in the premises.

Dated,

[Redacted box]

WE HEREBY GUARANTEE THIS SIGNATURE TO
BE THE TRUE AND CORRECT NAME AP-
PEARING ON THE FILE OF THE WITHIN
CERTIFICATE.

HARRY-FITZPATRICK-CHANCE & CO., INC.

[Signature]

SIGNATURE GUARANTEED

HARRY-FITZPATRICK-CHANCE & CO., INC.

b6
b7C

[Signature]

SIGNATURE GUARANTEED

By

[Redacted box]

"The shares evidenced by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of except pursuant to an effective registration statement under such Act, or an opinion of counsel for the Company that such registration is not required."

File No. 92-2802-1A(3)
Date Received 2/75
From AUSA b6
b7C
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By R. E. SHEPHERD
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes
☒ No

Receipt given ☐ Yes
☒ No

Description:

LETTERS TO NAT'L SHOWMAN'S Bldg -
DATED 5/11/71, 3/17/72(2),
2/3/75.

SURREY, KARASIK, GREENE AND HILL

1156 15TH STREET, N.W.
WASHINGTON, D.C. 20005

1000 15TH STREET
S.W.
WASHINGTON, D.C. 20005

May 11, 1971

JOHN A. KARASIK
JAMES H. GREENE
SURREY, KARASIK, GREENE AND HILL
1156 15TH STREET, N.W.
WASHINGTON, D.C. 20005

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JAMES H. GREENE
SURREY, KARASIK, GREENE AND HILL
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JOHN A. KARASIK
JAMES H. GREENE
SURREY, KARASIK, GREENE AND HILL
1156 15TH STREET, N.W.
WASHINGTON, D.C. 20005

Transfer Department
The National Shawmut Bank of Boston
One Center Plaza
Boston, Massachusetts

Re: Reclamation Systems, Inc.

Dear [REDACTED]:

As special counsel for Reclamation Systems, Inc. ("Company"), we are writing in connection with the proposed transfer of certificates representing 6,700 shares of the Company registered in the name of [REDACTED]

[REDACTED] proposes to transfer, as a gift in the name of [REDACTED], 5,000 shares of the stock of Brandeis University and 1,000 shares to the Combined Jewish Appeal. [REDACTED] proposes to transfer, as a gift in the name of [REDACTED], 500 shares to Brandeis University and 200 shares to the Jewish Memorial Hospital.

All of the shares of the common stock of the Company registered in the name of [REDACTED] were issued in transactions not registered under the Securities Act of 1933 and were taken by [REDACTED] with an investment intent and without a view towards distribution. All of the certificates representing those shares bear a restrictive legend to the effect that these shares may not be transferred without registration or an opinion of counsel that registration is not required. The new certificates issued in connection with the transfer should bear a legend to this effect.

Under the facts and circumstances set forth above, it is our opinion that the proposed transfers representing 6,700

92-2202-1A(3)

SURREY KAPASIX GREENE AND HILL

- 2 -

May 11, 1971

shares of the common stock of the Company are not subject to registration under the Securities Act of 1933, being exempt from such registration by the provisions of Section 4(1) of such Act. Accordingly, you are authorized to effect such transfers upon presentation by [redacted] of presently registered certificates properly endorsed.

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Sincerely,

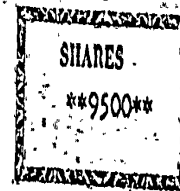
[redacted]

[redacted]

1 2 3 4 5 6 7 8 9 10 11 12

COMMON STOCK

NUMBER
C 417



RECLAMATION SYSTEMS, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



NINE THOUSAND FIVE HUNDRED

IS THE OWNER OF

SEE REVERSE FOR
THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE WERE ACQUIRED BY THE REGISTERED HOLDER FOR PURPOSES OF INVESTMENT AND NOT WITH A VIEW TO THE RESALE THEREOF. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNLESS COMPANY COUNSEL HAS GIVEN AN OPINION THAT REGISTRATION UNDER SAID ACT IS NOT REQUIRED.

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT. (1¢) EACH OF THE COMMON STOCK OF RECLAMATION SYSTEMS, INC. (herein called the "Corporation") transferable on the books of the Corporation by the holder, in person or by his authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be subject to all of the provisions of the Articles of Organization and the By-Laws of the Corporation as amended from time to time. This certificate is not valid until countersigned by the Transfer Agent.

Witness the presimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated

Paul Penman
TREASURER



Paul Hugel
PRESIDENT

COUNTERSIGNED BY
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

BY *[Signature]*
AUTHORIZED OFFICER

CC

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common UNIF GIFT MIN ACT — (Cust) Custodian (Minor) under Uniform Gifts to Minors Act (State)

JT TEN — as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Redacted box for Social Security or other identifying number of assignee]

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

.....
.....
.....

..... Shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint.....

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated,

[Redacted box for date]

NOTICE: The signature to this assignment must correspond with name as written upon the face of the Certificate, in every particular, alteration or enlargement, or any change whatever.

b6
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THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE WERE ACQUIRED BY THE REGISTERED HOLDER FOR PURPOSES OF INVESTMENT AND NOT WITH A VIEW TO THE RESALE THEREOF. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNLESS COMPANY COUNSEL HAS GIVEN AN OPINION THAT REGISTRATION UNDER SAID ACT IS NOT REQUIRED.

.....

SURREY, KARASIK AND MORSE

1150 15th STREET, N. W.
WASHINGTON, D. C. 20005

WOM: 800-8080
CABLE: SUREXON
TELEX: 800000 SUREX

March 14, 1972

500 FIFTH AVENUE
NEW YORK, N.Y. 10017
TELEPHONE: 212-270-7200
CABLE: SUREXON
TELEX: 800000 SUREX
CABLE: SUREXON
TELEX: 800000 SUREX
CABLE: SUREXON
TELEX: 800000 SUREX

[redacted]
Transfer Department
The National Shawmut Bank of Boston
1 Center Plaza
Boston, Massachusetts 02106

Re: Reclamation Systems, Inc.

Dear [redacted]:

We have received an opinion of counsel of [redacted]
Esq., regarding the proposed sale of 12,800
shares of Reclamation Systems, Inc. ("RSI") by [redacted]
[redacted] without compliance with the registration requirements
of the Securities Act of 1933, as amended (the "Act"). A
copy of this opinion is attached.

In reliance upon [redacted]'s opinion as counsel
to [redacted], you may honor requests for transfer on [redacted]
[redacted]'s behalf of the 12,800 shares upon presentation of
the certificates properly endorsed.

Sincerely yours,

[redacted]

cc: [redacted]

*10:10 - transfer 3 1/2
cert # 1105 3 issued*

b6
b7C

SRIBERG, SRIBERG AND BERMAN

Counsellors of Law
THE SIXTH FLOOR
EIGHTY NINE STATE STREET
BOSTON, MASSACHUSETTS 02109

BENJAMIN M. SRIBERG
ROBERT M. SRIBERG
JOHN R. BERMAN

TELEPHONE
.227-3030
AREA CODE 617

March 8, 1972

[redacted] Esq.
c/o Surrey, Karasik and Morse
1156 15th Street, N.W.
Washington, D. C. 20005

Re: Reclamation Systems, Inc.
and [redacted]

Dear [redacted]:

This will serve as a follow up to my letter to [redacted] of your office dated February 18, 1972 and is incorporated herewith.

As Attorney for [redacted] and being familiar with his business activities, it is my opinion that with respect to Reclamation Systems, Inc. that [redacted] cannot be considered an issuer, underwriter or dealer as those terms are contemplated under Section 4 (1) of the Securities Act of 1933 and as the term underwriter is defined under Section 2 (11) of said Act.

Accordingly, in view of the foregoing, it is my opinion that [redacted] would not be in violation of any of the applicable Securities provisions with respect to having the restrictive legend on his Reclamation Systems, Inc. stock removed from Share Certificate No. A2410 representing 2500 shares and Certificate No. C226 representing 10,000 shares.

Accordingly, it would be appreciated if this matter could be given your immediate attention.

Very truly yours

[redacted]

[redacted]
ENC.

cc: [redacted]

b6
b7c

February 16, 1972

[redacted] Esq.
Surrey, Mancini and Horne
1155 16th Street, N.W.
Washington, D. C. 20035

Re: Reclamation Systems, Inc.
and [redacted]

Dear [redacted]

Thank you for your letter of February 2, 1972 regarding the 12,000 shares of the common stock of Reclamation Systems, Inc. owned by my client, [redacted].

On further investigation, I find that [redacted] has held his stock since February 4, 1969, or for a period in excess of three years.

I am enclosing herewith copies of two letters received from The National Clearing Bank of Boston, the Transfer Agent for Reclamation Systems, Inc., and they trace the route that has been followed by these 12,000 shares of stock.

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On February 4, 1969, [redacted] had Certificate No. C11 in the amount of 10,000 shares. Then, that stock was transferred to [redacted] and the 10,000 shares were represented by stock certificate No. C12. C12 then became the owner of Certificate No. C13 for 10,000 shares, which Certificate we currently own.

[redacted] also currently owns Certificate No. A2410 in the amount of 2000 shares which was issued on May 15, 1971, and which came from Certificate No. 417 in the amount of 9500 shares, which was issued on September 3, 1970. The history of Certificate No. C117 can be found in the letter of The National Clearing Bank of Boston dated February 16, 1972, which is enclosed herewith.

CC

[redacted], Inc.

February 13, 1972

Accordingly, to sum up, the 12,000 shares of stock currently owned by Mr. Harven are shown on Certificate No. C11, which was issued on February 4, 1969.

Accordingly, we respectfully request that you as Special Counsel for Reclamation Systems, Inc., authorize the National Business Bank of Boston, Transfer Agent for the corporation, to remove the restrictive legend on the Certificate A2410, representing 2000 shares and Certificate C225, representing 10,000 shares so that these shares may now be freely transferred.

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Your prompt attention to this matter will be most appreciated.

Very truly yours,

[redacted]
Enclosure

[redacted]

OK

0513

Fic. T. 7. 25000

() shares of the Capital Stock

of the Company

standing in my name on the books of said Howard Johnson

DECLARATION SYSTEMS Inc. represented by Certificate(s) No. C 226

herewith, and do hereby irrevocably constitute and appoint _____

attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

DATED: March 20, 1922

IN PRESENCE OF

Am. Lloyd

Signature(s) Guaranteed

NOTICE: The signature(s) to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever and must be guaranteed by a commercial bank, trust company or member firm of the Boston, New York or Midwest Stock Exchange.

authority to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

more profound and
very particular.

FORM 250-3-6 NOBBS & WATKIN, INC. PUBLISHERS, BOSTON, MASS. 02101

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COMMON STOC



NUMBER
C 226

RECLAMATION SYST, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



TEN THOUSAND

BE REPRESENTED BY
OR BY THE REGISTERED
STALY AND NOT WITH
THIS CERTIFICATE BEING THESE REQUIREMENTS
A VIEW TO THE ACT OF 1923 OF CHARTERED
MAY NOT BE SO GIVEN AS OPINION THAT
THESE USUALLY BE REQUIRED THAT
UNDER THE
COMPANY C
CONSTITUTION

SEE REVERSE FOR
CERTAIN DEFINITIONS

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT OF THE COMMON STOCK OF
RECLAMATION SYSTEMS, INC. (herein called the "Corporation") transferable as of the Corporation by the holder hereof
in person or by duly authorized attorney upon surrender of this certificate properly. This certificate and the shares represented
hereby are issued and shall be subject to all of the provisions of the Articles of Organization and the By-Laws of the Corporation as
amended from time to time. This certificate is not valid until countersigned by the Agent.
Witness the facsimile seal of the Corporation and the facsimile signatures of authorized officers.

Dated

OCT 1 1968

[Signature]
TREASURER



[Signature]
PRESIDENT

WITNESSED BY
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

[Signature]
AUTHORIZED OFFICER

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b7c

The following abbreviations when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

UNIF GIFT MIN ACT— (Cust) (Minor)

TEN ENT — as tenants by the entireties

under Uniform Gifts to Minors

JT-TEN — as joint tenants with right of survivorship and not as tenants in common

Act (State)

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto
PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

[Redacted box for Social Security or other identifying number of assignee]

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

Shares
of the capital stock represented by the within Certificate, and do hereby
irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named
Corporation with full power of substitution in the premises.

Dated,

[Redacted box for date]

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Certificate, in every particular, alteration or enlargement, or any change whatever.

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2009, 010:0010
CABLE NUMBER
TOTAL: 00000 00000 00

[illegible]

Re: Reclamation Systems, Inc.

Don't

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Sincerely yours,

ଉତ୍ତର:

3/10/17

TRANSFER ORDER

ADVANCED FINANCIAL SERVICES

HARRY FITZPATRICK CHANCE & CO., INC.

125 WATER STREET
BOSTON, MASS. 02109
422 2430

TRANSFER
AGENT

NATIONAL SHAWMUT BANK
STOCK TRANSFER DEPT., 1 CENTER PLAZA
ATTN: MR. GARRY
BOSTON, MASS.

DATE MARCH 21, 1972

WE ENCLOSE THE FOLLOWING SECURITIES FOR TRANSFER.

NUMBER SHARES	DESCRIPTION	REGISTERED IN NAME OF	CERTIFICATE NUMBER
2800	Reclamation Systems		A 2410

PLEASE REGISTER IN THE FOLLOWING NAME, AND FORWARD TO THIS OFFICE.
28 x 100

REGISTER
IN NAME OF

HAWKEYE & CO.
Tax #010-01-8010
c/o HARRY FITZPATRICK CHANCE & CO., INC.
125 Water Street
Boston, Massachusetts 02109

DATE

b6
b7c

RAVECH AND SHERMAN
ATTORNEYS AT LAW
FIFTEENTH FLOOR
EIGHTY-NINE STATE STREET
BOSTON, MASSACHUSETTS 02109

MELVIN RAVECH
ARTHUR SHERMAN
LEWIS P. ARONSON
WILLIAM M. PRIETI
JOSEPH A. FURNARI
ROBERT J. MAIETTA
PHILIP T. DEAGUESNE

AREA CODE 617
523-3110

February 3, 1969

[Redacted] Esq.
Transfer Department
National Shawmut Bank
40 Water Street
Boston, Massachusetts

Re: Reclamation Systems, Inc.

Dear [Redacted]:

This is to certify the below listed shareholders of common stock of
Reclamation Systems, Inc.:

1	305,000
2	40,000
3	40,000
4	40,000
5	80,000
6	13,000
7	10,000
8	40,000
9	80,000
10	40,000
11	155,000
12	5,000
13	5,000
14	3,000
15	10,000
16	5,000
17	5,000

Total Before Offering 876,000

With respect to the foregoing certificates, you are instructed to place a
"Stop Transfer" on these shares. I would appreciate your having these certificates
ready by February 5 so that I may personally accept delivery from your Transfer
Department.

THE SHARES OF COMMON STOCK REPRESENTED BY
THIS CERTIFICATE WERE ACQUIRED BY THE DEFENDANT
HOLDING COMPANY AS INVESTMENT AND NOT FOR
RESALE. THE DEFENDANT HAS AGREED TO
TRANSFER THE SHARES TO THE TRANSFEREE
AND THEY HAVE BEEN TRANSFERRED TO THE
TRANSFEREE. THE DEFENDANT HAS BEEN
NOTIFIED OF THE TRANSFER AND HAS BEEN
INFORMED OF THE DEFENDANT'S OBLIGATION
TO THE TRANSFEREE.

Very truly yours,

[Redacted Signature]

File No. 92-2202-1A(4)Date Received 3/75From AUSA

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By R. E. SHEPHERD

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes☒ NoReceipt given ☐ Yes☒ No

Description:

COPIES OF 4 LETTERS ATTY



TO NAT'L SHAWNS B34

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ATTORNEY AT LAW

92-2002-1A(4)

October 1, 1969

National Shawmut Bank
Trading Department
One Center Plaza
Boston, Massachusetts

Re: Reclamation Systems, Inc.

Gentlemen:

This is to authorize you to issue certificates from the 155,000 shares held by [redacted] (certificate number C-19) to the following persons and in the amounts indicated alongside their names:

1/ 3500 C 220

1/ 2000 C 221

1/ 1250 C 222

1/ 1250 C 223

1/ 2000 C 224

20,000

10,000

10,000

5,000

100,000

C 225

C 226

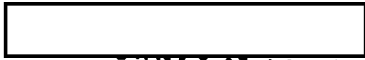
C 227

C 228

C 229

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b7C

I have been advised by [redacted] that the new certificate holders are present stock holders of the Company and are acquiring these securities not with a view to distribution. In view of their relationship with the Company the transfer appears to be in conformity with the Securities Act of 1933.



SECRETARY AT LAW



(2)

Please place a "Stop Transfer" against all these newly issued shares and in addition, place the usual restrictive legend on the face of each certificate.

b6
b7C

Very truly yours,



 clc

cc 1
[Redacted]
ATTORNEY AT LAW

April 6, 1970

File
[Redacted]
Stock Transfer Department
The National Shawmut Bank
One Center Plaza
Boston, Massachusetts
02108

Re: Reclamation Systems, Inc.

Dear [Redacted]

6-3-16000 1/2
C 315
4-1-10000 1/2
C 316
C 317
3-1-26964 1/2
3-6-960 1/2
C 318

~~This is to authorize~~ The National Shawmut Bank to transfer a total of 72,500 shares of common stock of the above company from the 100,000 shares held by [Redacted] as represented by Certificate No. C-229, and to transfer shares to the following persons in the denominations indicated:

[Redacted] [Redacted] *Re. Ten*
One certificate for 10,000 shares;

[Redacted] [Redacted] *Re. Ten*
One certificate for 50,000 shares;

[Redacted] and [Redacted] as joint tenants with rights of survivorship [Redacted] *Re. Ten*
One certificate for 12,500 shares.

Various procedures have been taken by the company and, accordingly, the limited transfer of these securities at this time is being made in accordance with the Securities Act of 1933. Please place a "stop transfer" against all these certificates including the certificate for the remaining shares to Mr. Barron and in addition place the usual restrictive legend on the face of each certificate.

[Redacted]

b6
b7C

COMMON STOCK
1000000



RECLAMATION SYSTEMS, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



ONE HUNDRED THOUSAND

IS THE OWNER OF

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE WERE ACQUIRED BY THE REGISTERED HOLDER FOR PURPOSES OF INVESTMENT AND NOT WITH A VIEW TO THE RESALE THEREOF. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNLESS COMPANY COUNSEL HAS GIVEN AN OPINION THAT REGISTRATION UNDER SAID ACT IS NOT REQUIRED. SEE REVERSE FOR FULL DEFINITIONS.

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT (1c) EACH OF THE COMMON STOCK OF RECLAMATION SYSTEMS, INC. (herein called the "Corporation") transferable on the books of the Corporation by the holder in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be subject to all of the provisions of the Articles of Organization and the By-Laws of the Corporation as amended from time to time. This certificate is not valid until countersigned by the Transfer Agent.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated OCT 1 1968

Paul F. ...
TREASURER



Paul ...
PRESIDENT

COUNTERSIGNED:
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

BY

...
AUTHORIZED OFFICER

b6
b7c

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

UNIF GIFT MIN ACT —

(Cust) (Minor)

TEN ENT — as tenants by the entireties

under Uniform Gifts to Minors

JT TEN — as joint tenants with right of survivorship and not as tenants in common

Act (State)

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Redacted box for Social Security or other identifying number of assignee]

PLEASE PRINT OR TYPE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

[Redacted box for name and address including postal zip code of assignee]

[Redacted box for name and address including postal zip code of assignee]

[Redacted box for name and address including postal zip code of assignee]

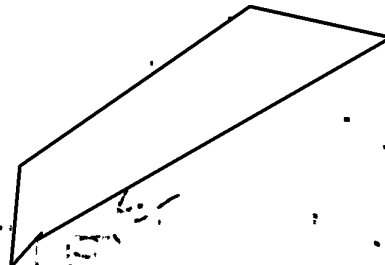
Shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated,

[Redacted box for date]

NOTICE: The signature to this assignment must correspond name as written upon the face of the Certificate, in every particular or enlargement, or any change whatever.



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b7c

[REDACTED]
ATTORNEY AT LAW

[REDACTED]
December 7, 1970

[REDACTED]
Stock Transfer Department
The National Shawmut Bank
One Center Plaza
Boston, Massachusetts
02108

Re: Reclamation Systems, Inc.

Dear [REDACTED]

This is to authorize certificates nos. C-227 for 10,000 shares and C-228 for 5,000 shares in the name of [REDACTED] to be transferred to [REDACTED]

Please issue one certificate to Mr. Rosenberg, which should be the subject of a stop transfer and, in addition, should contain a legend thereon as presently appears on [REDACTED]'s certificate.

It is my opinion that the foregoing transfer is within the exemptive provisions of the Securities Act of 1933.

Very truly yours, [REDACTED]

cc [REDACTED]

b6
b7c

18151000

6446

[Redacted]

ATTORNEY AT LAW

[Redacted]

September 28, 1970

X-2360

[Redacted]

Stock Transfer Department
The National Shawmut Bank of Boston
One Center Plaza
Boston, Massachusetts
02108

Re: Reclamation Systems, Inc.

Dear [Redacted]

This is to authorize the transfer from Certificate No. 318, totalling 27,500 shares, to the following persons in the amounts indicated:

Name	Address	No. of Shares
[Redacted]	Massachusetts	2,000
[Redacted]	Massachusetts	2,000
[Redacted]	Massachusetts	500
[Redacted]	Massachusetts	2,000
[Redacted]	Massachusetts	500
[Redacted]	Massachusetts	1,000
[Redacted]	Massachusetts	1,000
[Redacted]	Massachusetts	2,000
[Redacted]	Massachusetts	2,000
[Redacted]	Massachusetts	1,000
[Redacted]	Old, Rhode Island	2,000
[Redacted]	Massachusetts	2,000
		18,000

b6
b7c

A single certificate should be issued to each of the above-named persons and a single certificate to [Redacted]. All certificates should be the subject of a stop transfer and all certificates should contain a legend thereon as presently appears on [Redacted]'s certificate.

It is my opinion that the Securities Act of 1933 does not apply to the foregoing transfers inasmuch as it has been represented that these are gifts

RA-1

[Redacted]

X2166

[redacted]
Page 2
September 28, 1970

and, further, that the recipients have indicated that any acquisition is for investment and not with a view to any distribution.

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Very truly yours,

[redacted]

[redacted]

COMMON STOCK

NUMBER

C 318

SHARES

27500

RECLAMATION SYSTEMS, INC.

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

THIS IS TO CERTIFY THAT



TWENTY SEVEN THOUSAND FIVE HUNDRED

SEE REVERSE FOR
CERTAIN CERTIFICATIONS

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF ONE CENT (1¢) EACH OF THE COMMON STOCK OF RECLAMATION SYSTEMS, INC. (herein called the "Corporation") transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be subject to all of the provisions of the Articles of Organization and the By-Laws of the Corporation as amended from time to time. This certificate is not valid until countersigned by the Transfer Agent.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated

Paul P. ...
TREASURER



Paul Hugel
PRESIDENT

COUNTERSIGNED BY
THE NATIONAL SHAWMUT BANK OF BOSTON
TRANSFER AGENT

BY

AUTHORIZED OFFICER

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The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

UNIF GIFT MIN ACT —

Custodian (Minor)

TEN ENT — as tenants by the entireties

under Uniform Gifts to Minors

JT TEN — as joint tenants with right of survivorship and not as tenants in common

Act. (State)

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Redacted box for Social Security or other identifying number of assignee]

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

[Redacted line for assignee name and address]

[Redacted line for assignee name and address]

Shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated, [Redacted]

[Redacted box for signature]

SIGNATURE GUARANTEED
CITY BANK & TRUST COMPANY
BOSTON, MASS.

[Signature]
VICE-PRESIDENT

NOTICE: The signature to this assignment must correspond with name as written upon the face of the Certificate, in every particular, alteration or enlargement, or any change whatever.

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b7C

The National Shawmut Bank of Boston

Boston, Mass., October 1, 19 70

Reclamation Systems Inc. stock certificates numbered
0405/417

RECEIVED from THE NATIONAL SHAWMUT BANK of BOSTON the above described property.

BY: _____

RECEIVED

OCT 1 1970

WILLIAM M. PRISTI

File No.

2202 - 92 - ~~352~~ - 1A (5)

Date Received

4/24/75

From

b6
b7CComm. Public Works (City of Boston)
(ADDRESS OF CONTRIBUTOR)

Boston, MA 11

(CITY AND STATE)

By

R. E. Sheehan

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes☒ NoReceipt given ☐ Yes☒ No

Description:

COPY OF LETTER FR. - (A5B223)
IN MAJOR WHITE.WV
II

File No.

Date Received

From

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By

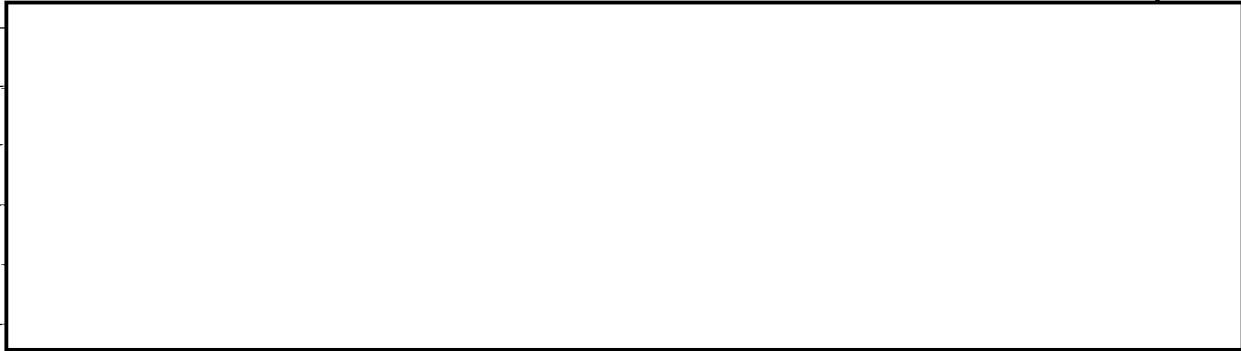
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes☒ NoReceipt given ☐ Yes☒ No

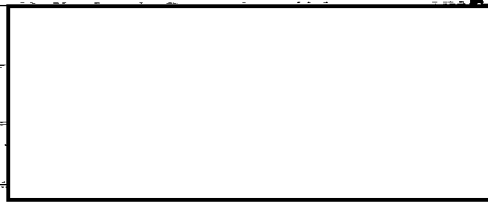
Description:

NOTES

DOB & address



b6
b7C



Shuhan

Lower ml

[Redacted]

[Redacted]

Tampa

[Redacted]

current

[Redacted]

DOB [Redacted]

HGT
Exp.
Eff.

[Redacted]

Lin A

[Redacted]

b6
b7C

[Redacted]

(correction
lines must
be worn)

DOB [Redacted]

HGT [Redacted]

Lin A
Exp.
Eff.

[Redacted]

Key REF USE

Info at Registry Motor Vehicles
2/19/75 - XLS

File No. 92-2202-1A E

Date Received 8/5/75

From RE Sheehan
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

RE Sheehan
(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes

Receipt Given

☐ Yes

☒ No

☒ No

Description:

NONE

File No. 92-2202-1A (P)

Date Received 8/8/75

From

b6
b7C

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

(CITY AND STATE)

By R. E. Sheehan

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes

☒ No

Receipt given ☐ Yes

☒ No

Description:

CRIM. FILES OF CROFTON -
BANFIELD COW.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation W. J. BANFIELD CORP.
 Kind of Business TRUCKING
 Location 530 East Fair St. So. Boston
 Incorporated under the laws of Mass 3/13/1959
 Date Certificate was filed 7/12/71
 Date of Annual Meeting 6/2/71
 *President WILLIAM J. BANFIELD - 43 WAKEFIELD ST. READING.
 Treasurer " " " " " " " "
 Clerk PATRICK J. BANFIELD 48 MAPLE RIDGE RD. NO. READING
 Directors: ABOVE +
ROBERT G. BANFIELD - 88 PRESCOTT ST. READING.
WILLIAM F. BANFIELD - 47 FARRWOOD DR. ANDOVER,
Merged into BANCO, 4/6/72.

CLASSES OF STOCK	Par Value Per Share	TOTAL AUTHORIZED		TOTAL ISSUED AND OUTSTANDING	
		By Organization or Amendments		(Including any issued Stock held as Treasury stock)	
		No. of Shares	Total Par Value	No. of Shares	Amount then Paid Thereon
Preferred					
Common	—	500	—	100	50,000.
TOTAL ASSETS: \$ <u>340,732</u>		TOTAL LIABILITIES: \$ <u>340,732.</u>			

* Over for names of additional officers and directors.

Jan 3/13/59

Mergent/Banco 4/6/72

92-2202-1A(9)
File No. ~~92-2752-1A(6)~~

Date Received 6/2/75

From R. E. Sheehan
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

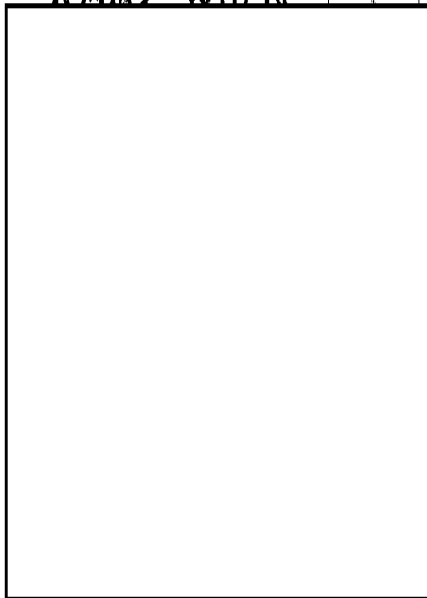
(CITY AND STATE)
By R. E. Sheehan
(NAME OF SPECIAL AGENT)To Be Returned ☐ Yes
☒ NoReceipt given ☐ Yes
☒ No

Description:

Corporate Data - Notes

9/14/71

Kenn WHITE



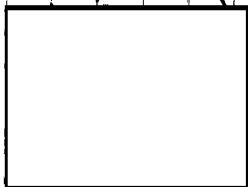
C/L

Chapter 5.5

Act 16 as

Answered:

Com from
contacts
John



3903 - LRS

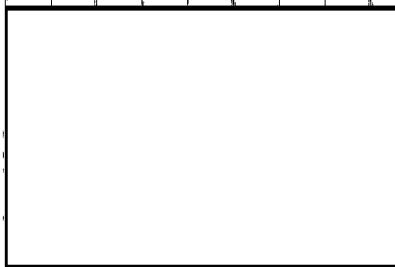
MONDAY 10:00 AM



POTENTIAL CLAIM

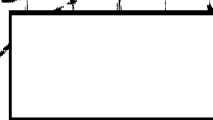
POTENTIAL 2 AM

THURSDAY



88hb

10:00 AM



PLANT 6

1 1 3

922122

Bureau - 12 1 3

APR Buick

92647



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b7C

SCA - Am 2/1/71

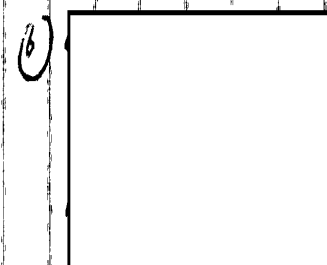
6 [redacted] Rep Gray - August 1968

7 [redacted] - Human Disposition

8 [redacted] - MLC

9 [redacted] - Bureau

10 [redacted] - Human Disposition



JAMES A FREANEY Inc.
100 JAMES WAYNE COMMON
- MEX

~~James A Freaney Inc.~~
~~JAF, TAS~~

~~Dwight Design~~ ([redacted])

Douglas Bros. Inc.
104 Market St. Boston

~~MCC Design~~ ([redacted])

~~Harold Design~~ ([redacted])

Holmes Disposal Co.
Inc. 207 Newbury St. BOSTON

① Banner ([redacted])

MCC Corp.
100 Hallett St. And.

[redacted]

Ins. [redacted] b6
[redacted] b7C

~~United UNITED~~

JF RYAN Inc.
11 A Toney St. Park.

[redacted]

[redacted] MEX

[redacted]

UNITED CONTRACTING Co.
Inc. 40 Boston
10 HIGH ST. Rm 915

[redacted]

MEX

[redacted] - MEX

[redacted] near
[redacted] via MEX

[redacted]

[redacted]

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, JEFFRIES DISPOSAL CORP
 Kind of Business, RUBBISH REMOVAL
 Location, 316 Marginal St. East Boston
 Incorporated under the laws of 3/7/57
 When Certificate was filed, 4/6/70
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	X	500		202	5,000

*If stock is without par value, state "no par"

Date of Statement: UNDATED

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of property mortgaged }	
Notes receivable, others			
Merchandise		Bonds	
Supplies		Reserves (classify below):	
Securities {except those issued by this corporation}		NOTE: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value { }	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$ 422,141	TOTAL	\$ 422,141

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

OVER //

Treas - LOUIS MILANO - 233 LynnFalls Pkwy, Saugus
Treas + Clerk - MARGUERITE MILANO - 7 Galivay St., Saugus.

Directors - The above and

VINCENT MILANO - 7 Galivay, Saugus

ROSALIE MILANO - 233 LynnFalls Pkwy, Saugus

~~Jeffries~~

Jeffries Disposal Corp., ~~Inc.~~ Merged into
Banco Corp., 4/6/72 - Name changed
to SCA Disposal Services of New England,
Inc. - 4/6/72.

SCA	Merger with	W. J. Banfield Corp.	- 4/6/72
"	"	Howard Disposal Corp.	"
"	"	K + B, Inc.	"
"	"	Meloni Bros.	"
"	"	Solid Waste Disposal Inc	"

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, SCA DISPOSAL SERVICES OF NEW ENGLAND, INC
 Kind of Business, SOLID WASTE MANAGEMENT
 Location, 140 Brookline Ave, Boston
 Incorporated under the laws of _____
 When Certificate was filed, 1/29/74
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	NP	to 5,000		200	144,861

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of property mortgaged }	
Notes receivable, others		Bonds	
Merchandise		Reserves (classify below):	
Supplies		Note: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Securities {except those issued by this corporation}			
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value {	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$5,767,922	TOTAL	\$5,767,922

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

Pres - C. P. RECKLITIS - Endicott Rd., Bedford
~~D~~ Treas - N. V. LIAKAS - 505 Nashua Rd., Doral
Clk - A. W. TENNEY - 30 Wedgemere Rd., Malden
Directors - C. P. RECKLITIS

B. STEIR - 119 Hyslop Rd., Brookline.

Affiliated with SCA Services Inc.

SCA Disposal Services of New England, Inc.

~~SCA~~
Name changed from Bance Corp - 4/6/72

Merger w/ Eastern Contract Disposal, Inc.

" " United Disposal, Inc.

" " R. M. Mowbray Disposal Services

Inc - 12/22/72.

Merger w/ Cals Enterprises Inc - 6/4/73

12/31/70 - 46042 10/29/71 - 185.

Jeffers.

- Inc. - 2/10/64.

Banco Corp - Name chg'd to SCA, Disposal
Services of New England, Inc. - 4/6/72.

Merger with W. J. Bonfield Corp (Mass Corp)
and Jeffers Disposal Corp - 4/6/72.

Merger with Howard Disposal Corp;
K + B Inc., Milens Bros, Inc
Solid Waste Disposal (Mass Corp) (4/6/72).

1/29/74 3696
V-15

73-
1/28/74

SCA Disposal Services of N.E., Inc. - Inc. 2/10/64
Name chg from Banco Corp - 4/6/72
Merged w/ Eastern Contract Disposal, Inc.
United Disposal Inc + R.M. Mowbray Disposal
Services Inc - 12/27/72 Merged w/ Calhoun Enterprises, Inc.
6/4/73

- ① Dorley Bros, Inc. - Inc. 12/27/28
- ② Name chgd to BFI Waste Systems of Mass. Inc. 5/11/72.
- ③ Name chgd to Browning Ferris Industries Inc - 8/15/72.

Jeffries Disposal Corp. - Inc. - 3/7/57
Merged into Banco Corp., a Mass. Corp 4/6/72.
Name chgd to SCA

Howard Disposal Corp - Inc. - 10/20/59
Merged into Banco Corp which changed its name
in merger to SCA Disposal Services of
New England Inc - 4/6/72

M+C Corp - Inc - 7/3/57
Merged into BFI Waste Systems of Mass Inc
5/12/72

W. J. Banfield Corp - Inc - 3/13/59
Merged into Banco Corp 4/6/72

United Contracting Company, Inc. of Boston
Inc - 4/22/54.

Joseph Amara & Sons Inc - Inc - 2/24/75
C. T. Corp Systems 10 Post Office Sq. Boston
Inc - 11/3/58.

J.F. Ryan, Inc. Name chgd from
Anthony J. Ryan Jr. Inc - 10/22/68
" " " 2/14/73

DOOLEY BROS, INC. ✓

JEFFRIES DISP. INC. ✓ 1970 12452 V-50
M+C Corp., ?

5/15/72 - 13634 V55

Howard Disposal Co., Inc. ? ✓ 4/14/72 08988 V36

W. J. Banfield and Co. 7/12/71 - 33747 - V135

United Contracting Co., Inc. 8/20/73 - 44400 - V78
4/8/72 - 42763 - V-172

Joseph Amara & Sons, Inc. ? - 4/12/71 - 15897 - V-64

J. F. Ryan Inc. - 3/10/72 - 05565 - V-023

Recent officials & 1972 Officials

DIVER

Pres - WILLIAM J. BANFIELD - 43 Wakefield St, Reading
Treas - " " " - " " " "

Clerk - PATRICK J. BANFIELD - 48 Maple Ridge Rd, No.
Reading

Director - The above and -

ROBERT G. BANFIELD - 88 Prescott St Reading

WILLIAM F. BANFIELD - 47 Farrwood Dr, Andover.

Merger with Banco Corp - 4/6/72
Then chg of name to SCA Disposal
Services of N.E. Inc.

Secretary of the Commonwealth

Name of Corporation, S. F. RYAN, Inc
Kind of Business, Trucking Contractor
Location, 11A Toney Sp, Dorchester
Incorporated under the laws of MA
When Certificate was filed, 11/3/58
Date of Annual Meeting, 3/10/72

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	NP	100	NP	41	4/100

Date of Statement:.....

Cash	Accounts payable
Accounts receivable, customers	Notes and acceptances payable
Accounts receivable, others	
Notes receivable, customers	
Notes receivable, others	Mortgages { Specify kind of property mortgaged }
Merchandise	
Supplies	Bonds
	Reserves (classify below):
Securities {except those issued by this corporation}	Note: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.
Real Estate	
Machinery	
Motor Vehicles and Trailers	
Equipment and Tools	
Furniture and Fixtures	
	Capital stock with par value
Prepaid insurance, interest, taxes	Capital stock without par value
Patent rights, trademarks, copyrights	No. of shares without par value { }
Good Will	Surplus
Treasury stock	
Profit and loss (deficit)	
TOTAL	TOTAL

- a. Indicate on what basis any securities owned are stated above ("cost", "market", etc.).....
- b. Did the corporation have any contingent liabilities not reported above?.....
- c. What of the above classes of assets, if any, were pledged?.....
- d. Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?.....

Treas - { MICHAEL FEINSTEIN - 71 Clearwater Dr., Dorchester
+
Treas - }

Clerk - ARTHUR CODY - 10 Tiverton Rd., Dorchester

Directors - The above and -

JAMES F. RYAN - 32 Meadow St., No. Quincy.

Names changed from Anthony J. Ryan Jr., Inc.
and Change of Officers - 10/22/68
Change of Officers - 2/14/73

b6
b7C



3/7/75

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, BROWNING-FERRIS INDUSTRIES, INC.
 Kind of Business, SANITARY SERVICE
 Location, 164 MARKET ST. BRIGHTON
 Incorporated under the laws of Mass 12/27/28
 When Certificate was filed, 6/3/24
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED: By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	100	250	25,000	60	6,000

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of property mortgaged }	
Notes receivable, others			
Merchandise		Bonds	
Supplies		Reserves (classify below):	
Securities {except those issued by this corporation}		Note: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value { }	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$10,623,791	TOTAL	\$10,623,791

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

Pres - HARRY J. PHILLIPS - 2887 CATAWBA
LANE, MEMPHIS, TENN.

TRES - ROGER A. RAMSEY - 380 Blalock, Houston, Texas

CLERK - JOHN J. MADDEN - 46 Devonshire Rd., Woburn

DIRECTORS - ROGER A. RAMSEY - AS ABOVE

TOM J. ~~RAMSEY~~ FATJO - 2100 Tanglewilde
Houston, Texas

NORMAN A. MYERS - 7 Inwood Oaks,
Houston, Texas.

Note on Auditors Statement indicating - Browning-
Ferris Industries, Inc., (Mass. Corp) is wholly owned
subsidiary of Browning-Ferris Industries, Inc.,
of Houston, Texas, (Delaware Corp).

③ Browning Ferris Industries, Inc.

② Name changed from BFI Waste Systems of Massachusetts
on 8/15/72

① Originally Dooley Bros, Inc., 5/11/72.

Ⓐ Merger with Homer Brothers, Inc., a Mass. Corp. 9/14/72

Ⓑ Merger with R. F. Lawrence Trucking Co., Inc., a Mass.
Corp. - 9/30/72.

Ⓒ Merger with Familant Corp. - a Mass. Corp. 10/19/72.

1 - Change of Officers - 11/22/72

Ⓓ Merger with Marvin Miller Disposal, Inc.,
(a Mass. Corp.) - 1/3/73.

Ⓔ Merger with A. Rivard Trucking, Inc., (Mass. Corp.).
5/23/73

Ⓕ Merger with Greenwood Disposal, Inc. (Mass. Corp.) 1/1/74
2 - Change of Principle Office to 100 Hallett St., Boston
Mass. - 6/4/74

70
Certificate 1992

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, DOOLEY BROS INC
Kind of Business, SANITARY SERVICES RUBBISH REMOVAL
Location, 164 MARKET ST. BRIGHTON, MASS.
Incorporated under the laws of MASS. 12/27/28.
When Certificate was filed, 10/20/71
Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	100	60	6,000	200	6,000

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of [property mortgaged] }	
Notes receivable, others			
Merchandise		Bonds	
Supplies		Reserves (classify below):	
Securities {except those issued by this corporation}		Note: Reserves for depreciation or reduc- tion of assets, if not deducted from as- sets, shall be appropriately described to identify the assets to which they apply.	
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value { }	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$ 1,011,200	TOTAL	\$ 1,011,200

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

Pres - Richard J. Dooley - 21 Crest Dr., Dover, Mass.
Treas - Thomas J. Dooley Jr. - Old Weston Rd., Wayland, Mass.
Clerk - Richard J. Dooley - Walabone.
Directors - The above plus

JOHN DOOLEY SR - 210 Stratford St. West Roxbury
Thomas J. Dooley Sr. - 34 Hillcroft Rd., Jamaica
Plain.

* Note - some individuals involved with Dooley
Equipment Corp. —

The Commonwealth of Massachusetts
Secretary of the Commonwealth
ABSTRACT OF ARTICLES OF ORGANIZATION

Name of Corporation JOSEPH AMARA and SONS, INC
 Location 200 Providence St., Hyde Park, Mass.
 Date of Incorporation 2/24/75
 President DONALD F. FLYNN, 900 JORIE BLVD., Oak Brook, Ill.
 Treasurer ROBERT A. PAUL " " " " "
 Clerk PETER H. HUIZENGA " " " " "
 Directors DEAN L. BUNTROCK " " " " "
H. WAYNE HUIZENGA " " " " "
LAWRENCE BECK " " " " "

The total capital stock to be authorized is as follows:

Class of Stock	Without Par Value		With Par Value	
	No. of Shares	No. of Shares	Par Value	Amt.
Preferred				
Common	500	NONE		

The amount of capital stock now to be issued is as follows:

Class of Stock	Number of Shares	
	Without Par Value	With Par Value
Preferred		
Common		

OVER

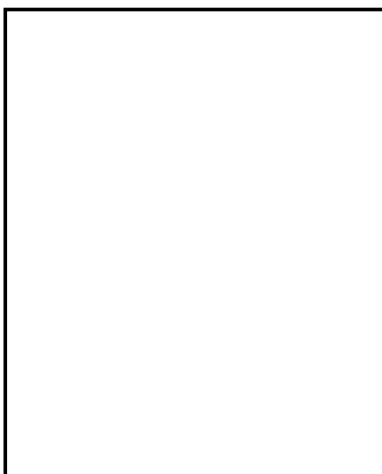
Ltr dated 2/19/75 from

[redacted] Waste Management of
Mass., Inc., which stated, Waste Management
of Mass., Inc., 900 Torie Blvd., Oak Brook, Illinois
is the holder of the right to use the corporate
name, Joseph D. Amara and Sons, Inc.,
by virtue of a statutory merger effective
12/31/72.

Waste Management of Mass., Inc., consents
to the use of the above corp., name by
Waste Management, Inc.

Resident Agent - C. T. Corp Systems
10 Post Office Sq Boston

b6
b7c



- a. Indicate on what basis any securities owned are stated above ("cost", "market", etc.).....
- b. Did the corporation have any contingent liabilities not reported above?.....
- c. What of the above classes of assets, if any, were pledged?.....
- d. Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?.....

Pres & Treas. - JOSEPH D. AMARA - 35 Blake St., Hyde Park
Clerk - BERNARD DWORK - 18 Tremont St., Boston

Director - JOSEPH D. AMARA
ANGELO AMARA
CHARLES AMARA - 179 Grove St West Roxbury

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, HOWARD DISPOSAL CORP.
 Kind of Business, RUBBISH DISPOSAL
 Location, 207 Newbury St., Boston
 Incorporated under the laws of MASSACHUSETTS
 When Certificate was filed, 4/14/72
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	—	150	NP	150	17,500.

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of property mortgaged }	
Notes receivable, others			
Merchandise		Bonds	
Supplies		Reserves (classify below):	
Securities {except those issued by this corporation}		NOTE: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value {	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$1,849,723	TOTAL	\$1,849,723

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

OVER

Pres - MICHAEL KUNIGENAS JR., - 42 Colwell Dr., Dedham
V. Pres - ROBERT KUNIGENAS - 40 Bonney Lane, Dedham.
Treas - JOHN KUNIGENAS - 14 Rockwood Ter., Jamaica Plain
Clerk - NONE
Directors - The above officers.

Howard Disposal Corp - Merger w/
Danco Corp which changed its name
in merger to SCA Disposal Services of
New England Inc - 4/6/72.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, UNITED CONTRACTING CO. INC. OF BOSTON
 Kind of Business, CONTRACTORS
 Location, 10 High St., Boston
 Incorporated under the laws of MASSACHUSETTS
 When Certificate was filed, 9/8/22
 Date of Annual Meeting, NOVEMBER 1, 1922

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	NP	500	NP	25	100,000.00

*If stock is without par value, state "no par"

Date of Statement: SEPTEMBER 8, 1922

ASSETS

LIABILITIES

Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of property mortgaged }	
Notes receivable, others		Bonds	
Merchandise		Reserves (classify below):	
Supplies		NOTE: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Securities {except those issued by this corporation}			
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value {	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$469,274	TOTAL	\$469,274

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

OVER

✓ Pres - VINCENT ARCIERI - 100 Princeton St Medford.
✓ Pres - VINCENT ARCIERI JR - 20 Powder House Rd, Ext Medford
Clerks - " " " " " " " "

Director - The above plus -

MARIE ARCIERI - 100 Princeton St., Medford

b6
b7C



3/1/75

The Commonwealth of Massachusetts

Secretary of the Commonwealth

ABSTRACT OF CERTIFICATE OF CONDITION

Name of Corporation, UNITED CONTRACTING CO., INC., OF BOSTON
 Kind of Business, CONTRACTORS
 Location, 1141 Dorchester Ave., Dorchester
 Incorporated under the laws of MASSACHUSETTS
 When Certificate was filed, 8/20/73
 Date of Annual Meeting, _____

Authorized and issued capital stock of each class on date fixed in by-laws for annual meeting:—

CLASSES OF STOCK	*Par Value Per Share	TOTAL AUTHORIZED By Organization or Amendments		TOTAL ISSUED AND OUTSTANDING (Including any issued stock held as treasury stock)	
		No. of Shares	*Total Par Value	No. of Shares	Amount Then Paid Thereon
Preferred			\$		\$
Common	NP	500	NP	25	100,000.

*If stock is without par value, state "no par"

Date of Statement: _____

ASSETS		LIABILITIES	
Cash	\$	Accounts payable	\$
Accounts receivable, customers		Notes and acceptances payable	
Accounts receivable, others			
Notes receivable, customers		Mortgages { Specify kind of property mortgaged }	
Notes receivable, others			
Merchandise		Bonds	
Supplies		Reserves (classify below):	
Securities {except those issued by this corporation}		Note: Reserves for depreciation or reduction of assets, if not deducted from assets, shall be appropriately described to identify the assets to which they apply.	
Real Estate			
Machinery			
Motor Vehicles and Trailers			
Equipment and Tools			
Furniture and Fixtures			
Prepaid insurance, interest, taxes		Capital stock with par value	
Patent rights, trademarks, copyrights		Capital stock without par value	
Good Will		No. of shares without par value { }	
Treasury stock		Surplus	
Profit and loss (deficit)			
TOTAL	\$ 495,951	TOTAL	\$ 495,951

- Indicate on what basis any securities owned are stated above ("cost", "market", etc.)
- Did the corporation have any contingent liabilities not reported above?
- What of the above classes of assets, if any, were pledged?
- Did the corporation have investment in, or indebtedness from or to, any company or corporation closely affiliated with it?

Officers same as on statement filed for 1972.

File No. 92-2202-1A(10)

Date Received 2/19/75

From AUSA b6
b7C

(NAME OF CONTRIBUTOR)

P. O. Blay

(ADDRESS OF CONTRIBUTOR)

Boston, Mass

(CITY AND STATE)

R. E. Sheehan

(NAME OF SPECIAL AGENT)

To Be Returned ☐ Yes Receipt Given ☐ Yes

☒ No ☒ No

Description:

SUBPOENA - NOT EXECUTED

File No. 92-2202-1A 11Date Received 6-27-79

From

(NAME OF CONTRIBUTOR)

City of Boston Campaign Council

(ADDRESS OF CONTRIBUTOR)

Boston, Mass

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To Be Returned

☐

Yes

☒

No

Receipt Given

☐

Yes

☐

No

Description:

2 Copies of a Receipt
For List of Campaign
Contributions Extended
by Corporate Council
for the City of Boston.

92-2202-1B11

June 27, 1979

I have received this date from Special Agent
[redacted] 77 pages of campaign contributions
relative to Mayor KEVIN WHITE's 1971 campaign.

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b7C

UNITED STATES GOVERNMENT

Memorandum

TO : SAC (92 - NEW)

DATE: 2/12/75

FROM : SA ROBERT E. SHEEHAN

SUBJECT: KEVIN WHITE;

[REDACTED]

AR - HA

Case should be opened in context [REDACTED]

[REDACTED] advise on items provided by [REDACTED]

[REDACTED] to USA Boston

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b7C
b7D
b7E

FO-1602-1/1/75

[REDACTED]

100-0-28262
28263

Sanitary

- 1. SERVICES OF MAJ
- 1. TECHNICAL PERSONNEL CONC
- 1. MAJ. P. J. MAJ. OF MAJ

65-2693-1/1/16

[REDACTED] 0

[REDACTED] 0

[REDACTED] 0

RECLAMATIONS SYNDICATE - 0



5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

92-2202-2

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 12 1975	
FBI - BOSTON	

Sheehan

b6
b7C

b6
b7C
b7D

C-3
FBITransmit in _____ Via Airtel
(Type in plaintext or code)

(Precedence)

2/24/75

(Date)

TO: SAC, Boston (92-2202)

✓ From: Director, FBI

KEVIN H. WHITE

AR-HOBBS ACT

ReBStel 2/21/75, and Butelcal 2/24/75.

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(This line for LEFT MARGIN.)

This will confirm reButelcal wherein you were advised that travel of SA Robert E. Sheehan to [redacted] Florida, for the purpose of interviewing [redacted] was not justified and, therefore, not authorized. The Tampa division is to be expeditiously furnished background information concerning this matter and requested to conduct necessary interview.

The Bureau is to be kept apprised of all pertinent developments in this matter.

(Do not type BEYOND THIS MARGIN.)

(Do not type below this line.)

92-2202 -4

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 26 1975	
FBI BOSTON	

Sheehan

92-2202-4

2/24/75

AIRTEL

TO: SAC, TAMPA
FROM: SAC, BOSTON (92-2202) (P)
SUBJECT: KEVIN H. WHITE;
[REDACTED]
AR - HOBBS ACT

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For info Tampa, the following data is set forth:

KEVIN H. WHITE was re-elected Mayor of Boston in November, 1971, and is a candidate for re-election in November, 1975. WHITE has received considerable national publicity re his potential as a Vice Presidential nominee on the Democratic Ticket in the forthcoming National election.

[REDACTED] provided the following information:

[REDACTED],

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in Hartford, Connecticut. JAMES A. FRANEY, INC. (JAF) was a waste disposal company operating primarily in the City of Boston. JAF was also purchased by Sanitas and called Sanitas Waste of Mass. [REDACTED] was [REDACTED] of the JAF contracts with the City of Boston. The contract that Sanitas acquired via JAF for waste disposal for the downtown area of Boston was extremely valuable.

2 - Tampa
② - Boston
RES:gm
(4)

SEARCHED
SERIALIZED
INDEXED
FILED

92-2202-5

Sheehan

In 1971, aware that the City of Boston in the following year would award new contracts for waste disposal, [] felt it essential that JAF solidify itself for the forthcoming bids. A friend of WHITE's indicated a contribution to WHITE's forthcoming campaign would be a good move, [] agreeing, both wanting to go into the bid strong and aware that the bids did not necessarily have to go to the low bidder. [] and he decided to make a \$10,000 contribution and prior to or about the time of the Primary Election (9/14/71) [] gave \$5,000 in cash in an envelope to Mayor WHITE in WHITE's office, [] present. They wished WHITE well and said they would make a contribution of \$10,000, \$5,000 to be given later. WHITE was made aware that [] was [] and fact that the money was coming from Sanitas. WHITE referred to the other contractors saying that a couple of the "sons of bitches" did not do the right thing and that he, WHITE, was going to fix them. About a month later, [] again went to WHITE's office, [] WHITE turning over \$5,000 in cash in an envelope that [] provided. In both instances the cash was given to [] by [] and came from an [] would present a voucher to JAF for some type of phony services, the JAF check made payable to [] and then deposited/in the [] cash withdrawn via two or three checks in odd amounts.

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In about February, 1972, [] met with other waste disposal contractors who had contracts with the City of Boston to discuss the forthcoming bids. The meeting took place in []'s office in South Boston and present were [] of Dooley Disposal, [] of M & C Disposal, [] (ph) of Howard Disposal, and [] (ph). During this and a subsequent meeting an agreement was made as to who would bid which one of the eight available districts and the bid price he would submit. The bid price would include a normal profit figure, plus an additional profit, over and above the normal. It was agreed that it would not look good if all the contractors bid successively on the districts they had the previous contract, all agreeing to bid low on another district, the understanding there would be no problem swapping back to original districts after the contracts had been awarded, with the approval of Boston Commissioner of Public Works JOE CASAZZA.

BS 92-2202

The JAF bid included an additional profit figure of about \$150,000 over and above a normal profit. Anyone knowledgeable in the disposal business reviewing the prices should have known the bids contained unusual profit factors. [] noted the City of Boston contracted waste disposal services for \$1,500,000.00 less in this current contract, as distinguished from the contract awarded in 1972, the most recent contract not subject to pre-rigged bids.)

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After the 1972 bids were awarded some of the contractors, including JAF, were allowed to switch back from districts awarded to those handled in the previous contract. [] talked with either Mayor WHITE or CASAZZA to accomplish the switches on the basis that those formerly servicing the districts had the proper equipment and could do a better job at the price awarded than could newcomers to the district.

[] a waste disposal company as a subsidiary for Sanitas, submitting a low bid for the East Boston district in 1974 which was awarded to [] when [] refused to permit the Teamsters Union to organize a company. In 1973 [] told [] he could not bid the City of Belmont because [] had the contract, threatening to shoot [] after heated arguments, [] stating he would report the matter to the Attorney General. [] met with [] in an effort to resolve this dispute, [] backing down, ^{not} deciding to get rid of []

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It has been determined that [] is in the Tampa, Florida area and can be contacted at telephone number [] which Tampa Office advised is listed to [] Florida.

Instant case receiving priority attention in Boston Office, as well as Office of U. S. Attorney. To date, Boston has been able to control investigation so that no newspaper publicity has yet been received. Efforts continuing to maintain this status until after interview of []

BS 92-2202

[] is the only person who can corroborate cash payments to WHITE. Tampa should immediately contact him and obtain from him all data re his knowledge of payments to WHITE and other officials, as well as data he can provide concerning rigged bids for City of Boston disposal contracts in 1972. Data set forth above is to give Tampa sufficient background to handle the interview as distinguished from providing [] with the specifics set forth. Efforts should be made to obtain information concerning payoffs and rigged bids as specific as possible, and [] should be asked to provide what data he can concerning others who have knowledge of payoffs and rigged bids.

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Tampa should immediately contact [] and provide Boston with results in an FD-302 as soon as possible.

UNITED STATES GOVERNMENT

Memorandum

TO : SAC (92-2202)

DATE: 2/28/75

FROM : SA ROBERT E. SHEEHAN

SUBJECT: KEVIN H. WHITE;
et al
AR - HA

On 2/27/75 SA [redacted] and writer went to [redacted] Rhode Island to interview a [redacted]. From [redacted] I telephonically contacted the [redacted] residence to determine if he was at home. A woman, identifying herself as [redacted] answered the telephone and on my request to talk to [redacted] immediately wanted to know who was calling. I identified myself. She then wanted to know why I would be contacting him. I told her it was in connection with an investigation and asked if he were home. She then told me I should talk to his lawyer or accountant. I again asked if he were at home, her reply he was sick in bed, again asking me why I wanted him. I told her I wanted to speak with her husband and asked if his illness were serious. She said he had some kind of a bug. I then told her in view of that I would try to contact him next week. She told me I would not do so, that I should contact his lawyers, Adler, Pollack and Sheehan, in Providence, R.I., telephone number 274-7200. She told me again, as she did several times during the course of the conversation, that she has the right to know what I wanted to discuss with her husband. I told her that my business was with her husband, asking her if she would want me to stop by her house. She said she certainly did not want me stopping by her house, again and consistently demanding that I told her the purpose of my contact with her husband. I terminated the conversation by telling her I would be in touch with her husband.

b6
b7C

RES:gm
(2) *gm*

92-2202-7

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 28 1975	
FBI - BOSTON	

[Signature]



5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

BS 92-2202

Anticipating subsequent service of subpoena, we searched for [redacted], stopping a South Kingston PD cruiser, the officer contacting the station via radio to locate the street. We drove to the street but could not locate [redacted]. A woman came out of one house and glared at us as we drove down the street.

We went to the South Kingston PD to see if we could locate on which side of [redacted] number [redacted] was located, unsuccessfully. Officer [redacted] assisted us. I overheard the desk officer telling someone telephonically that she should notify him if she got any further calls and try to get the registration number. I asked Officer [redacted] to check and determine if the caller was [redacted], which it was.

[redacted] called the station at 12:40 p.m. and told Officer [redacted] that she got a suspicious call from a man who said he was with the FBI. She asked what the man wanted, per the police report, the man saying he wanted to talk with her husband. The caller became obnoxious when she said he was sick and couldn't come to the telephone. [redacted] told the officer she wanted her complaint to be a matter of record.

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I was not obnoxious and tried to pacify, exclusive of telling the nature of my business, an extremely aggressive, antagonistic person.

[redacted] did not call the station for at least an hour after I talked with her and did not provide the PD with my name and the telephone number of the Boston FBI Office which she repeated several times and said she was writing on a piece of paper.

I identified myself on the PD complaint form as having telephonically contacted [redacted]

Above for record purposes.

F B I

Date: 3/5/75

Transmit the following in _____
(Type in plaintext or code)Via AIRTEL _____
(Priority)

TO: SAC, BOSTON (92-2202)

FROM: SAC, TAMPA (92-1957)(RUC)

KEVIN H. WHITE;
 [redacted]
 AR - HOBBS ACT

b6
 b7C

ReBSairtel, 2/24/75.

Enclosed herewith for the Boston Division are two
 copies of an FD 302 reflecting interview with [redacted]
 [redacted]

It is to be noted that [redacted] readily acknowledged that Sanitas, Inc., paid to Mayor KEVIN WHITE of Boston or contributed to his campaign in 1971, the amount of \$10,000. This contribution was made at WHITE's request. [redacted] acknowledged this; however, emphatically denied ever attending any meetings in which it was decided that after the bids were accepted by the city, they would thereafter exchange the territory back to the territory originally held by the different waste disposal companies. It appeared to the interviewing Agents that [redacted] was familiar with the allegation that had been made against Sanitas and himself and he would only admit things that did not appear to have a criminal violation. It is believed that if [redacted] (PH), United Disposal of Boston and [redacted] (PH) Howard Disposal, Inc., substantiates the information furnished by [redacted] regarding the exchange of territories, that thereafter additional interviews of [redacted] would be productive since he is fearful of any grand jury action.

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 b7D

No leads are being set forth for Boston, inasmuch as it is not known if these interviews have been conducted, but it is to be noted that [redacted] will return to Boston and will reside at the former residence. During the interview [redacted]

② - Boston (Enc. 2)
 1 - Tampa
 JAA/sjm (3)
 Special Agent in Charge

Sent _____

M

92-2202-7

SEARCHED	INDEXED
SERIALIZED	FILED
MAR 10 1975	
FBI - BOSTON	

TP 92-1957

of [] he commented that he receives a monthly check from [] who obtains the check from the City of Boston. He would not elaborate on why he receives this check and Boston may desire to interview [] concerning this check.

b6
b7C

DIRECTOR, FBI

4/21/75

SAC, BOSTON (92-2202) (P)

KEVIN H. WHITE;

AR-HOBBS ACT
(OO: BOSTON)

b6
b7C

Re Bureau airtel, 2/24/75; 0-1 form, dated
4/15/75.

Following background in instant case set forth
for information of Bureau.

Case opened 2/75, Boston Division, after
interview by Bureau Agent of [redacted], formerly
active in waste disposal companies, who said in 1971 he
paid \$10,000 personally to Mayor KEVIN WHITE, Boston, in
connection with WHITE'S then campaign for re-election.
[redacted] described the payments as a campaign contribution,
feeling the cash payments would solidify Sanitas', the
waste disposal company for which he worked, position in
forthcoming City of Boston bids. In giving the money to
WHITE, [redacted] described it as a campaign contribution,
WHITE indicating some of the other contractors did not
do the right thing. The cash was obtained from another
company account, said company billing the Sanitas subsidiary
for the funds via false vouchers. Sanitas and several other
companies successfully bid on the 1972 Boston Contract, bid
prices established via joint effort of alleged competing
companies and including profit of about \$150,000 over
normal profit. [redacted] had no indication the Mayor or any
city official aware of rigged bids or exorbitant profit
figure.

b6
b7C
b7D

[redacted] also reported giving 2,000 shares in
another company [redacted], Reclamation Systems, Inc.
(RS), for what he, [redacted], paid (16¢ per share, stock then
valued at \$10 per share, current value 2¢ per share) to
[redacted]

2 - Bureau
② - Boston
RES/lm
(4)

SEARCHED

SERIALIZED

INDEXED

FILED

92-2202-10

Sheehan

BS 92-2202

company did work for [] in state buildings, [] claiming [] gave him no edge, insisting on quality performance. Per []'S request, stock issued and mailed to [] of Rhode Island. Investigation determined [] declared legally incompetent because of senility and it appears doubtful he can appear before a Grand Jury. The Statute of Limitations will bar prosecution of [], 9/28/75 re which USA made aware.

[] claimed to have made cash available to Sanitas subsidiaries in Tampa, Atlanta, and Detroit, saying payments made to company officials, he not aware as to purpose of cash.

b6
b7C
b7D

[] had no specifics re other refuse contractors making cash payments to WHITE. [] another Sanitas official, said he was told two (2) other refuse contractors made contributions to WHITE less than \$10,000. [] acknowledged \$10,000 cash contribution made to WHITE but there is no consistency between he and [] as to how concept of payment originated.

Data re above came to light via SEC investigation of Sanitas. []

[]
Sanitas. [] originally provided data re instant case in May, 1974 to SDNY Department officials, subsequently being interviewed by attorneys from the Fraud Section of the Department, SDNY, and District of Mass. He was made available for FBI and IRS interview, 1/30/75.

USA, Boston extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop prosecutable violation, feeling data not solid enough to openly proceed without possibly harming WHITE'S chances in the forthcoming mayoralty campaign and a possibility of WHITE'S obtaining a slot on the National Democratic ticket as Vice-President Pursuant to said policy, AUSA in special unit handling political payoffs wants to proceed initially via subpoena of construction companies' books and records to determine if a generation

BS 92-2202

of cash to WHITE can be located. Indications are that said action will occur within next two weeks; has been awaiting IRS audit results at Sanitas which will be available week of 4/21/75.

Boston Office feels instant case has little prosecutive potential for following reasons:

1.) Both [] describe payment to WHITE as a political contribution.

2.) No records re contributions to WHITE campaign available for final election, 1971. The laws in Mass. at that time permitted destruction of such records after 18 months.

3.) [] claimed stock deal with [] resulted only from desire to solidify himself with [] as distinguished from pay-off.

To date, sole investigation has consisted of [] interviews, efforts to locate WHITE campaign records, and documentation of [] stock data.

Upon receipt of books and records of contractors, analysis will be made, necessary interviews conducted, and report submitted.

b6
b7C
b7D

Get copies of pleadings & Some leads?

F & R Service Inc etals
Karin H. White etals

114/879

"Boston Herald" 3/2/75
\$1M Rubbish Suit Filed Against

HUB

By ED CORSETTI and JIM MORSE

A \$1 million suit against Mayor Kevin White, Boston's Comr. of Public Works Joseph F. Casazza, two officials of the Teamsters Union and several rubbish collecting concerns has been filed in Norfolk Superior Court, amid charges of union pressure and the illegal awarding of city contracts.

The suit, filed by Natick Atty. Thomas C. O'Keefe, III, and Boston Atty. Charles Artesani, Jr., on behalf of F. & R. Service, Inc., a Wellesley-based rubbish collection agency, demands that the court enjoin the City of Boston from exercising the option to renew the rubbish disposal contracts between the city and the companies which received the awards.

It also asked the court to determine

and assess damages against Frank J. McMorro and Americo Pasquale, officers and members of Local 379 of the Teamsters Union for "interfering with contractual relations."

The suit specifically asked that \$400,000 be granted the company from the union, and an additional \$75,000 for the firm's employees.

In addition, the suit asked that the contract for the collection and removal of refuse in Boston proper, Jamaica Plain, North Dorchester, South Dorchester, South Boston and East Boston be rescinded or cancelled.

ALSO, THAT the court order the defendants to again advertise for bids in connection with rubbish disposal for the entire city of Boston, and to determine, assess and grant judgement for

all costs and expenses against the defendants, as well as judgement for damages.

The total amount is in excess of \$1 million.

In their complaint, the plaintiffs said that DPW Comr. Casazza told them on June 11, 1974, that their work ranged from "good to excellent."

However, one week later, on June 18, according to the complaint, Casazza informed officers of the company that "unless things changed" he would not recommend F. & R. Service, Inc., for the rubbish collection in East Boston "because he would not risk a strike by Teamsters' Local 379."

The plaintiffs, whose employees were affiliated with the AFL-CIO, told Casazza they would not breach their existing union contract.

(Continued on next page)

SEARCHED

~~inst~~ ~~Hub~~

According to the complaint, Casazza said he wanted to award them the East Boston contract, but could not do so because their employees were not members of Teamsters' Local 379, which threatened a citywide strike or work stoppage.

THE COMPLAINT further states that the plaintiffs believe they would have been awarded the contract if defendants McMorro and Pasquale had not caused Casazza to "feel threatened" of a strike.

Alfred N. Fisher and William C. Roberts, president and vice president, respectively, of F. & R. Service, Inc., met with Casazza on June 5, 1974, at City Hall.

At the time, the complaint says, Casazza was under the impression that the firm was non-union. When informed that the employees of F. & R. Service, Inc., were members of the AFL-CIO, the complaint claims that Casazza requested Fisher and Roberts to arrange for their employees to join Teamsters' Local 379.

The plaintiffs accused Mayor White of approving the awarding of contracts on the basis of favoritism.

They charged that Casazza, in violation of the law but with the mayor's approval, rejected all bids and dispensed with advertising the bids for the East Boston contract.

Although F. & R. Service, Inc., was the low bidder in East Boston, the contract was awarded to one of three other bidders.

Although the state law requires any public work to be awarded to the lowest bidder, this does not apply to service work, such as rubbish collection.

The complaint also charges that in some of the districts, the City of Boston awarded contracts for more than the bid price.

THE SUIT CLAIMS that the total amount of awards for rubbish collection in the city for 1974 was \$411,251 more than the low bid prices annually and \$1,233,753 more than the low bid prices over the three year period of the contract, which has an option for renewal after the first year.

According to the complaint, the primary reason given by Casazza for the rejection of F. & R. Service, Inc., was "a union involvement that probably would result in a strike or work stoppage in other districts of the city."

The plaintiffs claim that unless Casazza or White were "intimidated or threatened or caused to feel threatened" by the Teamsters' officials, Casazza's recommendation not to award them the contract "constitutes a gross abuse of any discretion which Casazza may possess."

The rubbish collection firms named as defendants in the suit were: SCA Disposal Services of New England, Inc.; Browning-Ferris Industries, Inc.; United Contracting Company, Inc., of Boston; Joseph, Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc., and Sanitas Waste Disposal of Massachusetts, Inc.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT
DOCKET NUMBER

F. & R. SERVICE, INC., THOMAS A. GILLIS, GARY
CLARK, PAUL ARENA, DONALD CARPENTER, ALDEN COTE,
GEORGE E. DYER, JR., BERNARD PECK AND MICHAEL
SCHIFONE

Plaintiffs

VS.

KEVIN H. WHITE, JOSEPH F. CASAZZA, CITY OF
BOSTON, FRANK J. McMORROW, AMERICO PASQUALE,
SCA DISPOSAL SERVICES OF NEW ENGLAND, INC.,
BROWNING-FERRIS INDUSTRIES, INC., SANITAS
WASTE DISPOSAL OF MASSACHUSETTS, INC., UNITED
CONTRACTING COMPANY, INC. OF BOSTON, JOSEPH
AMARA AND SONS, INC., DIVISION OF WASTE
MANAGEMENT OF MASSACHUSETTS, INC.

Defendants

COMPLAINT

COUNT I

1. The Plaintiff, F. & R. Service, Inc., is a Massachusetts corporation duly organized and existing with a usual place of business in Wellesley Lower Falls, Norfolk County and is engaged in the collection and disposal of refuse and garbage; the Plaintiff, Thomas A. Gillis, Framingham, Middlesex County, is an employee of F. & R. Service, Inc. and shop representative of the following other employees of F. & R. Service, Inc., all of whom are affiliated as members of a voluntary, unincorporated association known as Local #13974, United

Steelworkers of America, AFL-CIO: Gary Clark, Newton, Middlesex County; Paul Arena, Natick, Middlesex County; Donald Carpenter, Needham, Norfolk County; Alden Cote, Framingham, Middlesex County; George E. Dyer, Jr., Needham, Norfolk County; Bernard Peck, Needham, Norfolk County; Michael Schifone, Stoughton, Norfolk County; that all of the above said employees have contracted for wages and conditions of employment for a three (3) year term with F. & R. Service, Inc. according to Exhibit "A" attached hereto and made a part hereof; that the above said employees are those employees of F. & R. Service, Inc. who would have worked in District 9, East Boston, as refuse collectors but who have been deprived of the said work because of certain illegal actions of the Defendants as hereinafter set forth.

2. The Defendants are Kevin H. White, Boston, Suffolk County, individually and as he is Mayor of the City of Boston; Joseph F. Casazza, Boston, Suffolk County, individually and as he is Commissioner of Public Works of the City of Boston; the City of Boston, a municipal corporation within Suffolk County; Frank J. McMorro, Weymouth, Norfolk County and Americo Pasquale, Quincy, Norfolk County, as they are both officers and members of a voluntary unincorporated association known as Local #379, Teamsters, Chauffeurs, Warehousemen and Helpers; SCA Disposal Services of New England, Inc. a Massachusetts corporation with a usual place of business in Boston, Suffolk County (hereinafter referred to as SCA); Browning-Ferris Industries, Inc., a Massachusetts corporation with a usual place of business in Brighton District of Boston, Suffolk County (hereinafter referred to as BFI); Sanitas Waste Disposal of Massachusetts, Inc., a Massachusetts corporation duly organized and existing within the Commonwealth of Massachusetts with a usual place of business in South Boston District of Boston, Suffolk County (hereinafter referred to as Sanitas); United Contracting Company, Inc. of Boston, a Massachusetts corporation duly organized and existing

with a usual place of business in Dorchester District of Boston, Suffolk County (hereinafter referred to as United); Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. a Massachusetts corporation with a usual place of business in Hyde Park District of Boston, Suffolk County (hereinafter referred to as Amara).

3. That on or about April 22, 1974 and May 13, 1974, the City of Boston, by and through its Commissioner of Public Works, Defendant-Joseph F. Casazza, invited bids by advertisement pursuant to Section 30 of Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register; said bids were invited for the collection and removal of refuse to commence on July 1, 1974 for the Districts of the City of Boston; that on or about May 3, May 24, and May 29, 1974, the bids in response to the said invitation and advertising were publicly opened and read; that the bids as opened and read of the lowest four bidders in each District together with their respective prices are attached hereto, made a part hereof and marked as Exhibit "B", the Plaintiffs say that to the best of their knowledge and belief the bidders and prices shown on Exhibit "B" are true and accurate.

4. That the final contract required by the City to be executed between the City and each successful bidder is standard; that the said contract provides for a one year term with two (2) City options to renew; that your Plaintiffs believe and therefore aver that the city has never failed to exercise a renewal of the contract for the collection and removal of refuse and that the contract is in fact a three (3) year contract.

5. That your Plaintiff, F. & R. Service, Inc., qualified to bid and did bid as

noted in Exhibit "B".

6. The Plaintiffs believe and therefore aver that in the late days of June, 1974 and several days prior to the commencement date for the contract (July 1, 1974) Defendant-White approved the awarding of the contract to the bidders and in the amounts set forth in Exhibit "B-1" attached hereto and made a part hereof; that on August 12, 1974 those awards made in late June, 1974 for Districts 1A, 1B, 4, 6 and 8 were published on August 12, 1974 at pages 632 and 635 in the Official Chronicle of Boston Municipal Affairs, the City Record Newspaper, as shown on Exhibits "B-1" and "C" attached hereto and made a part hereof; that on September 23, 1974 those awards made in late June, 1974 for the remaining Districts 2, 3, 5, 7, 9 and 10 were published in the said City Record at page 743 as shown on Exhibits "B-1" and "D" attached hereto and made a part hereof; that the publishing of the awards are required to be made by Section 29 of the Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register.

7. That according to Exhibit "D", Defendant-White has allegedly approved the awarding of the contract for Districts 2, 3, 5, 7, 9 and 10 'by dispensing with public advertising'; that according to Exhibit "C" Defendant-White has allegedly approved the awarding of the contract for Districts 1A, 1B, 4, 6, and 8 to the "lowest eligible bidders".

8. The Plaintiffs say that the contract and awarding thereof in Districts 1B, 2, 3, 5, 7, 9 and 10 are illegal, invalid and/or void based on the following facts and reasons hereinafter set out in subparagraphs (A) - (F).

VIOLATION OF COMPETITIVE BIDDING LAW
(SECTION 30 CURRENTLY OPERATIVE PROVISIONS OF CHAPTER 486, ACTS OF 1909)

(A) The Plaintiffs believe and therefore aver that Defendant-Casazza recommended and Defendant-White approved the awarding of the contract in Districts 1B, 2, 3, 5, 7, 9 and 10 in violation of the competitive bidding law, aforesaid Section 30, because awards were made at prices other than prices bid and/or to bidders other than the low bidders as shown on Exhibit "B-1".

(B) Further, that the Plaintiffs believe and therefore aver that Defendant-Casazza recommended and Defendant-White approved the awarding of the contract in said Districts 1B, 2, 3, 5, 7, 9 and 10 as a result in part of negotiations or discussions of prices after the bids were publicly opened and read in further violation of said Section 30; that in District 1B, Defendant-Casazza with the approval of Defendant-White awarded Boston Proper to Defendant-Sanitas at \$729,363 annually or approximately \$86,400 more annually than the bid price; that in District 2, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded Jamaica Plain to Defendant-Amara, the third bidder at the low bidder's price; that in District 3, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded Dorchester North to Defendant-SCA 'third bidder at the second bidder's price' which price was \$618,465 annually or approximately \$68,357 more annually than the low bid price; that in District 5, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded South Boston to Defendant-SCA, the third bidder at the price of \$268,558 or approximately \$87,866 more annually than the low bid price and \$21,600 more annually than Defendant-SCA bid itself, that in District 7, Defendant-Casazza with the approval of Defendant-White purportedly dispensed

with advertising and awarded Dorchester South to Defendant-United, the third bidder, at the price of \$691,650 annually or approximately \$48,687 more annually than the low bid price; that in District 9, the Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded East Boston to Defendant-BFI, the fourth bidder, at the price of \$349,218 annually or approximately \$78,179 more annually than the low bid; that in District 10, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded Roxbury to Defendant-BFI, the second bidder at the price of \$744,451 or approximately \$39,751 more annually than Defendant-BFI bid itself; that the total amount of these awards in these Districts is approximately \$411,251 more than the low bid prices annually and \$1,233,753 more than the low bid prices over the three (3) year period.

ABUSE OF DISCRETION, VIOLATION OF
PUBLIC POLICY AND SECTION 30

(C) That if the Court finds that the Defendant-White could legally dispense with advertising and could legally dispense with advertising without notice and publish intent and approval to dispense with advertising approximately three (3) months after actual approval of the awards and could legally by himself, employees or others negotiate with bidders after bids were received, opened and read, then the Plaintiffs further say that to award six (6) Districts (2, 3, 5, 7, 9 and 10) of ten Districts at the prices therefor and/or to others than the low bidders and/or in the manner awarded, and to award a seventh (7th) District (1B) at a price substantially higher than the bid price, (i) constitutes a gross abuse of any discretion which Defendant-White may possess and/or (ii) is against public policy and/or (iii) violates and abrogates the intent

- / -
of the competitive bidding law, said Section 30.

ABUSE OF DISCRETION IN DISTRICT 9

(D) That Defendant-Casazza requested Defendant-White to "reject all bids" and 'dispense with advertising' in District 9; Defendant-Casazza's reasons for rejecting the bid of your Plaintiff, F. & R. Service, Inc., is required by law to be published and said reasons were published as set out in Exhibit "D" attached hereto; that the primary reason given by Defendant-Casazza for rejection of your Plaintiff, F. & R. Service, Inc., was because there was "a union involvement that probably would result in a strike or work stoppage in all other districts of the City"; the Plaintiffs say that unless Defendant-Casazza and/or Defendant-White, their agents, servants or employees, were intimidated or threatened or caused to feel threatened by Defendants-McMorrow and/or Pasquale, their agents, servants or employees, as is more fully set out in Count II hereinafter, then, Defendant-Casazza's recommendation not to award District 9 to your Plaintiff, F. & R. Service, Inc., constitutes a gross abuse of any discretion which Defendant-Casazza may possess.

FAVORITISM

(E) The Plaintiffs are informed and do believe and therefore aver that the Defendant-White approved the awarding of contracts at the aforesaid prices in Districts 1-B, 3, 5, 9 and 10 on the basis of favoritism to Defendant-SCA, BFI and Sanitas.

VIOLATION OF PUBLIC HEARING REQUIREMENT
(SECTION 6, CURRENTLY OPERATIVE PROVISIONS OF CHAPTER 486, ACTS OF 1909)

(F) The Plaintiffs believe and therefore aver that Defendant-Casazza recommended and Defendant-White approved the awarding of the contracts in Districts 1B, 2, 3, 5, 7, 9 and 10 in violation of Section 6 of Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register because said Section 6 requires that no contract for the collection, removal or disposal of refuse extending over a period of more than one year shall be valid without the approval of the Mayor and the City Council after a public hearing held by the City Council after notice in the City Record newspaper; that no notice has been given and that no public hearing has been held; that the contract is by law and in fact a contract extending over a period of more than one year and therefore the contract awards are not valid.

COUNT II

9. The Plaintiffs say that on or about April 7, 1974 and May 13, 1974 the City of Boston by and through its Commissioner of Public Works, Defendant-Joseph F. Casazza, invited bids by advertisement pursuant to Section 30 of Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register, for the collection and removal of refuse for District 9, East Boston; that on or about May 29, 1974 the bids for District 9 were publicly opened and read and the lowest four bidders and their prices therefor shown on Exhibit "B" attached hereto and made a part hereof; that your Plaintiff, F. & R. Service, Inc., was qualified

to bid and was the lowest bidder for District 9; that the bidder awarded District 9 was the fourth bidder, Defendant-BFI, as shown on Exhibits "B-1" and "D" attached hereto and made a part hereof.

10. That the employees of all bidders for District 9 except your Plaintiff, F. & R. Service, Inc., and Stanley Roketenetz, Inc., are affiliated with Local #379 of the Teamsters, Chauffeurs, Warehousemen and Helpers; that the Plaintiffs are affiliated with Local #13974, United Steelworker of America, AFL-CIO under written contract attached hereto, made a part hereof and marked Exhibit "A".

11. That on or about June 5, 1974, Alfred N. Fisher and William C. Roberts, President and Vice-President respectively of your Plaintiff, F. & R. Service, Inc., met with Defendant-Commissioner Casazza at City Hall at the request of Defendant-Casazza allegedly for customary investigation of bidders; that Defendant-Casazza informed the said officers of the Plaintiff that he had been informed that F. & R. Service, Inc. was non-union; that the said officers of F. & R. Service, Inc. informed Defendant-Casazza that the employees of F. & R. Service, Inc. were affiliated with the AFL-CIO under a three year contract with F. & R. Service, Inc.; that Defendant-Casazza stated that the employees of other bidders in all Districts of the City were affiliated with Teamsters' Local #379 and that he Defendant-Casazza was faced with the ominous prospect that the Teamsters' Local #379 would strike in all other Districts of the City of Boston should he (Defendant-Casazza) recommend the award of District 9 to F. & R. Service, Inc. whose employees are affiliated with the AFL-CIO; further that Defendant-Casazza requested the said officers of F. & R. Service, Inc. to arrange for the employees of F. & R. Service, Inc. to join Teamsters' Local #379.

that said officers refused because of its contract with Local #13974, Exhibit "A".

12. That on or about June 11, 1974 said William C. Roberts was informed by Defendant-Casazza that the reports he (Defendant-Casazza) sought from other cities and towns serviced for collection of refuse and/or garbage by F. & R. Service, Inc. were ranging from good to excellent.

13. That on or about June 18, 1974 the said officers of F. & R. Service, Inc. again met with Defendant-Casazza at Defendant-Casazza's request at Boston City Hall; Defendant-Casazza informed the said officers that unless things changed he would not recommend F. & R. Service, Inc. for the award because the employees of F. & R. Service, Inc. were affiliated with the AFL-CIO and not the Teamsters' Union, Local #379, and because he would not risk a strike by Teamsters' Local #379; that the said officers again refused to change unions and breach their existing Union contract (Exhibit "A"); Defendant-Casazza informed the officers that he (Defendant-Casazza) wanted to award F. & R. Service, Inc. the contract in District 9 but could not do so because the employees of F. & R. Service, Inc. were not affiliated with Local #379 and because of the threat of strike or work stoppage.

14. That the Plaintiffs believe and therefore aver that the Plaintiffs would have been awarded the contract and thus the work in District 9 but that said Teamsters' Local #379, Defendants-McMorrow and Pasquale, or their agents or servants, threatened or caused Defendant-Casazza to feel threatened of a strike or work stoppage in the other Districts of the City of Boston.

15. That the Plaintiffs believe and therefore aver that the Plaintiffs should

have been awarded the contract and thus the work in District 9 but that said Teamsters' Local #379, Defendants-McMorrow and Pasquale, or their agents or servants, threatened or caused Defendant-Casazza to feel threatened of a strike or work stoppage in the other Districts of the City of Boston.

16. That the threat of strike or work stoppage by Local #379, Defendants-McMorrow and Pasquale, their agents or servants, is an illegal or wrongful and unprivileged interference with advantageous contractual relations of F. & P. Service, Inc. and hence, the employees thereof because the threat of strike or work stoppage constitutes wrongful procurement of refusal to contract.

WHEREFORE THE PLAINTIFFS DEMAND UNDER COUNT I:

(1) That the Court preliminarily enjoin Defendants-Kevin H. White, Joseph F. Casazza and the City of Boston from exercising the option to renew the contract between the City of Boston and Defendants-SCA Disposal Services of New England, Inc., Browning-Ferris Industries, Inc., United Contracting Company, Inc. of Boston, Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. and Sanitas Waste Disposal of Massachusetts, Inc. which commenced on July 1, 1974 for collection and disposal of refuse in Districts 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10.

(2) That the Court permanently enjoin Defendant-Kevin H. White, Joseph F. Casazza and the City of Boston from exercising the option to renew the contract between the City of Boston and Defendants-SCA Disposal Services of New England, Inc., Browning-Ferris Industries, Inc., United Contracting Company, Inc. of Boston, Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. and Sanitas Waste Disposal of Massachusetts, Inc. which commenced

on July 1, 1974 for collection and disposal of refuse in Districts 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10.

(3) That the Court grant declaratory judgment that the contract which commenced on July 1, 1974 for collection and removal of refuse in District 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10 between the City of Boston and Browning-Ferris Industries, Inc., SCA Disposal Services of New England, Inc., United Contracting Company, Inc. of Boston, and Joseph Amara and Sons, Inc. Division of Waste Management of Massachusetts, Inc. is illegal and void.

(4) That the Court rescind or cancel the contract which commenced on July 1, 1974 for collection and removal of refuse in Districts 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10 between the City of Boston and Browning-Ferris Industries, Inc., SCA Disposal Services of New England, Inc., Sanitas Waste Disposal of Massachusetts, Inc., United Contracting Company, Inc. of Boston and Joseph Amara and Sons, Inc. Division of Waste Management of Massachusetts, Inc..

(5) That the Court order Defendants-Kevin H. White, Joseph F. Casazza and the City of Boston to again advertise for bids and award the contract for collection and disposal of refuse in District 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10 in accordance with law and Section 30 and Section 6 of Currently Operative Provisions of Chapter 486 of the Acts of 1909, as amended.

(6) That the Court determine, assess and grant judgment for all costs and expenses against Defendants-Kevin H. White and/or Joseph F. Casazza and/or the City of Boston.

(7) That the Court determine, assess and grant judgment for damages.

(8) That the Court grant judgment for such other and further relief as this Court deems meet and just.

WHEREFORE THE PLAINTIFFS DEMAND UNDER COUNT II:

(9) That the Court determine and assess damages and grant judgment against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 the Teamsters Union, for wrongful interference with contractual relations.

(10) That the Court determine and assess damages and grant judgment against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 the Teamsters Union, for wrongful procurement of refusal to contract.


(11) That the Court award damages and grant judgment for the Plaintiff, F.& R. Service, Inc., in the amount of Four Hundred Thousand (\$400,000.00) Dollars together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 the Teamsters Union, for wrongful interference with contractual relations; that the Court award damages and grant judgment for the Plaintiffs, Thomas A. Gillis, Gary Clark, Paul Arena, Donald Carpenter, Alden Cote, George E. Dyer, Jr., Bernard Peck, and Michael Schifone in the amount of Seventy-five Thousand (\$75,000.00) Dollars together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 Teamsters Union, for wrongful interference with contractual relations.

(12) That the Court award damages and grant judgment for the Plaintiff, F.& R. Service, Inc. in the amount of Four Hundred Thousand (\$400,000.00) Dollars

together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 Teamsters Union, for wrongful procurement of refusal to contract; that the Court award damages and grant judgment for the Plaintiffs-Thomas A. Gillis, Gary Clark, Paul Arena, Donald Carpenter, Alden Cote, George E. Dyer, Jr., Bernard Peck, and Michael Schifone in the amount of Seventy-five Thousand (\$75,000.00) Dollars together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, members and officers of Local #379 Teamsters Union, for wrongful procurement of refusal to contract.

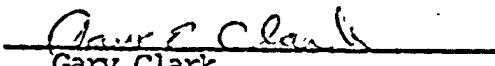
(13) That the Court determine and grant judgment for such other and further relief as to this Court deems meet and just.

DATED THIS 21ST DAY OF FEBRUARY, 1975.

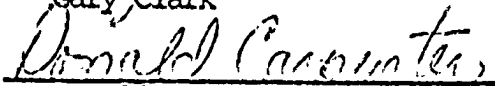

William C. Roberts
Director and Vice-President of
F. & R. Service, Inc.

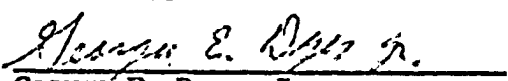

Thomas A. Gillis


Paul Arena

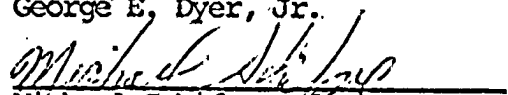

Gary Clark


Alden Cote


Donald Carpenter


George E. Dyer, Jr.


Bernard Peck


Michael Schifone

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

Then personally appeared the above named William C. Roberts and identified him-

self as aforesaid and also appeared, Thomas A. Gillis, Gary Clark, Paul Arena, Donald Carpenter, Alden Cote, George E. Dyer, Jr., Bernard Peck, and Michael Schifone all of whom on oath declared the foregoing to be their free act and deed, and made oath that the foregoing is a true and accurate to the best of their knowledge and that those averments made on information, knowledge and belief, they made believing them to be true to the best of their knowledge and belief,

Before me,

NOTARY PUBLIC

My Commission Expires

May 17, 1978

LOWEST FOUR BIDDERS AND PRICES BID

SUCCESSFUL BIDDER AND PRICES

**DISTRICT -1A
CHARLESTOWN:**

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Waste Control, Inc.	\$2,115.38		\$110,422.83
F. & R. Service, Inc.	2,423.07		
Kenmore Disposal	2,519.00		
Browning-Ferris Industries, Inc.	2,885.00		

**DISTRICT -1A
CHARLESTOWN:**

Waste Control, Inc. at \$110,422.83, annually.

**DISTRICT -1B
BOSTON PROPER:**

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Sanitas Waste Disposal of Massachusetts, Inc.	\$12,317.30		\$642,963.06
SCA Disposal Services of New England, Inc.	13,441.00		
Browning-Ferris Industries, Inc.	13,500.00		
Stanley Roketenetz, Inc.	14,615.00		

**DISTRICT -1B
BOSTON PROPER:**

Sanitas Waste Disposal of Massachusetts Inc. at \$729,363.06, annually.

**DISTRICT 2
JAMAICA PLAIN:**

	<u>Weekly Price</u>	or	<u>Annual Price</u>
SCA Disposal Services of New England, Inc.	\$7,243.00		\$378,084.60
Joseph Amara and Sons, Inc., Division of Waste Management of Mass., Inc.	8,000.00		
United Contracting Company, Inc.	8,100.00		
J. F. Ryan, Co.	8,375.00		

**DISTRICT 2
JAMAICA PLAIN:**

Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. at \$378,084.60 annually.

LOWEST FOUR BIDDERS AND PRICES BID

SUCCESSFUL BIDDER AND PRICES

DISTRICT 3

DORCHESTER NORTH:

Sanitas Waste Disposal of
Massachusetts, Inc.

Weekly Price

or

Annual Price

\$10,538.46

\$550,107.61

Joseph Amara and Sons, Inc.
Division of Waste Management of
Mass., Inc.

11,848.00

618,465.60

SCA Disposal Services of
New England, Inc.

12,288.00

641,433.60

United Contracting Co., Inc.

13,570.00

DISTRICT 3

DORCHESTER NORTH:

SCA Disposal Services of New England
Inc. at \$618,465.50, annually.

DISTRICT 4

BRIGHTON

Weekly Price

or

Annual Price

SCA Disposal Services of
New England, Inc.

\$11,078.00

\$578,271.60

J. F. Ryan Co.

11,300.00

United Contracting Co., Inc.

11,450.00

Browning-Ferris Industries, Inc.

12,500.00

DISTRICT 4

BRIGHTON:

SCA Disposal Services of
New England, Inc. at \$578,271.60,
annually.

DISTRICT 5

SOUTH BOSTON:

Weekly Price

or

Annual Price

Sanitas Waste Disposal of
Massachusetts, Inc.

\$3,461.53

\$180,691.87

Stanley Roketenetz, Inc.

3,850.00

200,970.00

SCA Disposal Services of
New England, Inc.

4,731.00

246,958.20

DISTRICT 5

SOUTH BOSTON:

SCA Disposal Services of
New England, Inc. at \$268,558.20
annually.

LOWEST FOUR BIDDERS AND PRICES BID

SUCCESSFUL BIDDER AND PRICES

DISTRICT 5 continued.

SOUTH BOSTON:

Weekly Price

or

Annual Price

United Contracting Co., Inc.

\$5,500.00

DISTRICT 5

SOUTH BOSTON:

DISTRICT 6

WEST ROXBURY:

Weekly Price

or

Annual Price

SCA Disposal Services of
New England, Inc.

\$8,948.00

\$467,085.00

United Contracting Co., Inc.

9,600.00

Joseph Amara and Sons, Inc.
Division of Waste Management of
Massachusetts, Inc.

9,637.00

J. F. Ryan Co.

9,650.00

DISTRICT 6

WEST ROXBURY:

SCA Disposal Services of
New England, Inc. at \$467,085.60
annually.

DISTRICT 7

DORCHESTER SOUTH:

Weekly Price

or

Annual Price

Sanitas Waste Disposal of
Massachusetts, Inc.

\$12,317.30

\$642,963.06

SCA Disposal Services of
New England, Inc.

13,250.00

691,650.00

United Contracting Co., Inc.

13,570.00

708,354.00

Joseph Amara and Sons, Inc.
Division of Waste Management of
Massachusetts, Inc.

13,596.00

DISTRICT 7

DORCHESTER SOUTH:

United Contracting Co., Inc.
at \$691,650.00, annually.

LOWEST FOUR BIDDERS AND PRICES BID

SUCCESSFUL BIDDER AND PRICES

DISTRICT 8

HYDE PARK:

Weekly Price

or

Annual Price

Ghetto Masters, Inc.

\$7,395.98

\$386,070.00

CA Disposal Services of
New England, Inc.

7,669.00

United Contracting Co., Inc.

7,900.00

& R. Service, Inc.

8,173.00

DISTRICT 8

HYDE PARK:

Ghetto Masters, Inc. at
\$386,070.15, annually.

DISTRICT 9

EAST BOSTON:

Weekly Price

or

Annual Price

& R. Service, Inc.

\$5,192.30

\$271,038.06

CA Disposal Services of
New England, Inc.

6,690.00

349,218.00

Stanley Roketenetz, Inc.

6,750.00

352,350.00

Browning-Ferris Industries, Inc.

7,850.00

409,770.00

DISTRICT 9

EAST BOSTON:

Browning-Ferris Industries, Inc.
at \$349,218.00, annually.

DISTRICT 10

ROXBURY:

Weekly Price

or

Annual Price

Sanitas Waste Disposal of
Massachusetts, Inc.

\$13,461.53

\$702,691.87

Browning-Ferris Industries, Inc.

13,500.00

704,700.00

CA Disposal Services of
New England, Inc.

14,420.00

752,754.00

Stanley Roketenetz, Inc.

14,700.00

767,340.00

DISTRICT 10

ROXBURY:

Browning-Ferris Industries, Inc.
at \$744,451.86, annually.

CONTRACTS AWARDED

The Mayor has approved the award of the following contracts to the lowest eligible bidders:

ADMINISTRATIVE SERVICES DEPARTMENT

Purchasing Division

PUBLIC ADDRESS SYSTEMS AND AUDIOVISUAL EQUIPMENT

For furnishing public address systems and audiovisual equipment, Proposal 115, to the Public Facilities Department, awarded as follows:

(Contract for United Camera, Inc., \$3,615.77.

Orders for:

New England Film Service, Inc., \$1,760.95.

Lake Systems Corporation, \$1,138.21.

Cinema, Inc., \$867.10.

PHYSICAL EDUCATION EQUIPMENT

For furnishing physical education equipment, Proposal 151, to the Public Facilities Department, awarded as follows:

Musinsky's, Inc., \$7,171.50.

Arrow System, Inc., \$6,198.

CUSTODIAL EQUIPMENT

For furnishing custodial equipment, Proposal 113, to the Public Facilities Department, awarded as follows:

M. D. Stetson Company, \$10,830.15;

The George T. Johnson Company, \$26,130;

R. G. Meun Company, Inc., \$7,763;

Up-High Scaffolds, \$6,983; Grounds Equipment Company, Inc., \$6,262.50;

Business Equipment Corporation, \$2,327.50.

Orders for The Dowd Company, Inc., \$1,351.65.

No bids were received on Item 20. Bids received on Items 1 and 9 are being rejected.

STATIONERY SUPPLIES

For furnishing stationery supplies, Proposal 091, to the various city departments from April 15, 1973, to June 30, 1971, inclusive, awarded as follows:

Contracts for James T. Towhill Company, Inc., \$11,897.33; Martin's Stationery, \$31,106.03; Royston, a Division of Linton Business Systems, Inc., \$9,676.00;

Hub Pen Company, Inc., \$5,361.00;

Alfred Carbon and Rulison Manufacturing Corporation, \$1,191.10.

Orders for J. E. Muran Company, \$2,500;

I.B.M. Corporation, \$971.10; G. L. Stimpson Company, Inc., \$519.50.

No bids were received on Item 15. Bids received on Items 3, 7, 13, and 30 are being rejected.

SCHOOL FURNISHINGS

For English High School furnishings and crushing core and special furnishings for elementary school, awarded as follows:

Contracts for The General Fireproofing Company, \$89,682.50; M. Brown, Inc., \$7,711.65;

Andrew Wilson Company, \$5,903.01; Educational Installations, Inc., \$12,612.90;

American Seating Company, \$33,371.50; Public Seating, Inc.,

\$32,386.20; John Adlen Associates, Inc., \$23,306.03;

D. C. Sproitz, Inc., \$21,635.95; New England Seating Company, \$21,250.85;

Edward V. McCarthy, d/b/a McCarthy Bros., \$19,178.51; Deluxe Systems, Inc., \$10,171.33;

L. Goldstein and Sons, Inc., \$6,067.20; Stuart O'Brien Associates, \$1,116.15;

Smith Associates, Inc., \$3,211.00; Cecco Medical Health Supply Corporation, \$3,006.60;

Offices Unlimited, Inc., \$2,332.51; Wallman Furniture Company, \$2,017.20.

Orders for A. E. Thompson Company, \$1,325.00.

On Proposal 101 for core and special furnishings, bids received on Items 7 and 21G are being rejected. Items 5A, 6, 26, 27, and 28 are being cancelled.

REPLACEMENT PARTS

For furnishing heavy equipment replacement parts, Proposal 161, to the Public Works Department from July 1, 1973, to June 30, 1971, inclusive, awarded to Witt-Armstrong Equipment Company, in the amount of \$10,000.

VOCATIONAL EQUIPMENT

For furnishing vocational equipment, Proposal 120, to the Public Facilities Department, awarded as follows:

Contracts for Broadhead-Garrett Company, \$18,639.23; Buck Engineering Company, Inc., \$26,511.00;

Mackey Associates, \$17,767.38; Rice Machinery, Inc., \$15,821;

A. B. Dick Company, \$9,618.16; International Business Machines Corporation, \$1,750;

Grant Graphics Division of Compugraphic Corporation, \$1,139.

Orders for United Tool, Inc., \$1,332.76.

FIRE COATS

For furnishing firecoats, Proposal 111, to the Fire Department, awarded to Alb Rulder Company, Inc., in the amount of \$15,855.

SWIMMING POOL EQUIPMENT

For furnishing swimming pool equipment, Proposal 171, to the Parks and Recreation Department, awarded to Musinsky's, Inc., in the amount of \$5,173.10.

The bid received on Item 13 is being rejected.

RECREATION SUPPLIES

For furnishing recreation supplies, Proposal 160, to the Parks and Recreation Department, awarded to House of Sports, in the amount of \$3,176.

Orders for Flaghouse, Inc., \$1,525.

Bids received on Items 7, 8, 9, and 10 are being rejected.

MOBILE RADIOS

For furnishing mobile radios, Proposal 163, to the Public Works Department, awarded to Motorola, Inc., in the amount of \$9,190.

FIRE FIGHTING SUPPLIES

For furnishing fire fighting supplies, Proposal 151, to the Fire Department, contract awarded to Gorman Fire Equipment Company, \$6,120.69, and Charles H. Clougherty Company, Inc., \$2,113.20.

Orders for American Fire Equipment Company, Inc., \$368.

TYPEWRITERS

For furnishing I.B.M. selectric typewriters, Proposal 155, to the Police Department, awarded to I.B.M. Corporation, in the amount of \$10,122.

GYMNASIUM EQUIPMENT

For furnishing gymnasium equipment, Proposal 161, to the Public Facilities Department, awarded to Leisure Resources, Inc., \$20,322, and Arrow System, Inc., \$3,950.

MOWERS AND ENGINES

For furnishing lawn mowers and engines, Proposal 163, to the Parks and Recreation Department, awarded to Sawtelle Brothers, Inc., \$33,136.75, and The Clapper Company, \$5,291.80.

CATV SYSTEM

For furnishing CATV cable communications system, Proposal 080, to the Police Department, awarded to Lake, Inc., in the amount of \$59,621.18.

LABORATORY ANIMALS

For furnishing laboratory animals, Proposal 088, to the Department of Health and Hospitals, awarded to Elm Hill Breeding Laboratory, in the amount of \$11,150.

No bids were received on Items 1 and 2.

SHIELDING AND LETTERING MATERIAL

For furnishing reflective sheeting and lettering material, Proposal 086, to the Traffic and Parking Department, awarded to Minnesota Mining and Manufacturing Company, in the amount of \$38,338.76.

KITCHEN UNITS

For furnishing compact kitchen units, Proposal 096, to the Parks and Recreation Department, awarded to William Davies Co., Inc., in the amount of \$6,270.

BUSINESS FORMS

For furnishing continuous and snapshot business forms, Proposal 082, to the various city departments, contract awarded to Moore Business Forms, Inc., in the amount of \$18,590.30.

Orders for Atlantic Business Forms Company, in the amount of \$756; and Statistical Research, in the amount of \$391.

COMMUNICATIONS EQUIPMENT

For furnishing communications equipment, Proposal 071, to the Police Department, awarded to General Electric Company, Mobil Radio Department, in the amount of \$16,377.23.

CAST-IRON CASTINGS

For furnishing cast-iron castings, Proposal 082, to the Water Division of the Public Works Department, awarded to Municipal Services, Inc., in the amount of \$25,300.

No bids were received on Items 1 and 4.

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REPAIRS TO TIRES AND TUBES

For miscellaneous repairs to tires and tubes awarded to Carlson Tire Company, Inc., in the amount of \$12,471.

RADIO REPAIRS

For miscellaneous repairs to two-way radios in Public Works Department vehicles awarded to Electrocom Corporation, in the amount of \$3,010.

AUTOMOTIVE REPAIRS

For miscellaneous repairs to Ford passenger cars and trucks, awarded to Cote Motor Company, Inc., in the amount of \$30,600.

For miscellaneous repairs to Public Works Department passenger car and truck springs, awarded to Arcand Sales and Service, Inc., in the amount of \$10,925.

REMOVAL OF RESIDUE

For removing and hauling of incinerator residue from the South Bay incinerator yard, awarded to SCA Disposal Services of New England, Inc., in the amount of \$143,400.

REFRATORIES REPAIRS

For making repairs to furnace combustion chamber and other refractories at South Bay incinerator, Roxbury, awarded to Eastern Refractories Company, Inc., in the amount of \$17,538.20.

EMERGENCY EXCAVATIONS

For emergency excavations for repairs and replacement of water services and structures and other incidental work, in Area 1, awarded to John J. Appel, in the amount of \$32,785.

DISPOSAL OF ABANDONED VEHICLES

For removal and disposal of abandoned vehicles, awarded to Hyde Park Auto Replacement Parts Company, Inc., in the amount of \$2 per vehicle, total not to exceed \$5,000.

CONTAINERIZED SERVICE

For furnishing containerized service for clean-up campaign, awarded to Sanitas Waste Disposal of Massachusetts, Inc., in the amount of \$13,387.50.

MECHANICAL EQUIPMENT REPAIRS

For making repairs on existing mechanical equipment, at the South Bay incinerator, awarded to J. A. Sullivan Corporation, in the amount of \$39,830.

REMOVAL OF REFUSE

For collecting and removing refuse in District 8, Hyde Park, for the period July 1, 1974, to June 30, 1975, awarded to Ghetto Masters, Inc., in the amount of \$386,070.15.

For collecting and removing refuse, in various districts of the city, for the period July 1, 1974, to June 30, 1975, awarded as follows:

District 1A, Charlestown, Waste Control, Inc., \$110,422.83; District 1B, Boston

Proper, Sanitas Waste Disposal of Mass., Inc., \$729,363.06; District 1, Brighton, SCA Disposal Services of New England, Inc., \$578,271.60; and District 6, West Roxbury, SCA Disposal Services of New England, Inc., \$167,085.60.

REAL PROPERTY DEPARTMENT

WATER TREATMENT CONTROL

For water treatment control, Boston City Hall, awarded to Barclay Chemical Company, Inc., in the sum of \$5,820.

WORK UNIFORMS AND MOBS

For furnishing work uniforms and dry mobs on rental service for Boston City Hall, municipal buildings, and district courts, awarded to Interstate Uniform Services Corporation, in the amount of \$3,060.

REFUSE SERVICE

For providing refuse service, including installing, servicing, emptying the contents of the refuse disposal unit at Boston City Hall, awarded to Sanitas Waste Disposal of Mass., Inc., in the amount of \$6,320.

SCHOOL DEPARTMENT

FINE ARTS SUPPLIES

For fine arts supplies, awarded to Pepperell Braiding Company, in the amount of \$5,007.52.

FINE AND INDUSTRIAL ARTS SUPPLIES

For fine arts and industrial arts supplies, awarded to Childcraft Education, in the amount of \$2,191.72.

For fine arts and industrial arts supplies, awarded to J. L. Haninett, in the amount of \$81,986.40, 109 items.

For fine arts and industrial arts supplies, awarded to Modern School Supply, in the amount of \$5,117.21, fourteen items.

For fine arts and industrial arts supplies, awarded to H. S. Wolkins, in the amount of \$98,419.22, twenty-eight items.

PAPER PRODUCTS

For paper towels and toilet paper, awarded to Ginsburg Brothers, in the amount of \$11,990.

LABORATORY SUPPLIES

For laboratory supplies and equipment, awarded to Kenneth A. Dawson, in the amount of \$1,020.

For laboratory supplies and equipment, awarded to Science Kit, in the amount of \$2,901.58, forty-three groups.

CORRUGATED CARTONS

For new corrugated cartons, awarded to Romanow, Inc., in the amount of \$2,509.

AUDIO-VISUAL MATERIALS

For audio-visual tools, equipment and materials, awarded to HIB Educational Systems, Inc., in the amount of \$15,215.40, three items.

SCHOOL AND OFFICE SUPPLIES

For general school and office supplies, awarded to A. B. Dick, in the amount of \$5,070.55, seven items.

MOTOR VEHICLES

For motor vehicles, awarded to President Chevrolet, in the amount of \$18,217, four items.

For motor vehicles, awarded to International Harvester, in the amount of \$7,625.29.

For motor vehicles, awarded to Coto Motors, in the amount of \$7,550.

PRINTING

For printing proceedings of the School Committee, awarded to Eagle Graphics, Inc., in the approximate amount of \$8,265.

ELEVATOR SERVICES

For furnishing elevator inspection, maintenance, and tests on various elevators in various schools, for the period beginning July 1, 1971, and ending June 30, 1975, awarded to Northeast Elevator Company, in the amount of \$6,660.

EXTERIOR PAINTING

For the exterior painting at the David L. Barrett School, awarded to Calix Painting and Decorating, Inc., in the amount of \$2,980.

FIRE DAMAGE REPAIRS

For fire damage repairs at the Solomon Lewenberg Junior High School, awarded to R & L Construction Co., Inc., in the amount of \$68,771.

SHOP SUPPLIES AND EQUIPMENT

For shop supplies and equipment, awarded to Lynn Hardware, in the amount of \$7,725.13, fourteen groups.

For shop supplies and equipment, awarded to North Shore Hardware, in the amount of \$14,137.40, twenty-seven groups.

For shop supplies and equipment, awarded to Gould Industrial Supplies, in the amount of \$35,138.13, twenty-nine groups.

For shop supplies and equipment, awarded to Brodhead Garrett, in the amount of \$2,012.93, six groups.

UNIFORMS

For football and soccer uniforms and supplies, awarded to Musinsky's, in the amount of \$8,196.55, ten items.

For football and soccer uniforms and supplies, awarded to Holovak and Coughlin, in the amount of \$10,152.26, twenty-four items.

MATERIALS FOR PROJECTORS

For materials for overhead projectors, awarded to Ardmore Distributors, in the amount of \$3,120.93, three items.

(Continued on next page)

is believed that public advertising would serve no useful purpose.

Respectfully,

ROBERT J. VEY,
Director.

PUBLIC WORKS DEPARTMENT

COLLECTING AND REMOVING REFUSE

DEAR MR. MAYOR:

Your approval is respectfully requested to reject all bids for collecting and removing refuse, to dispense with further public advertising, and to award contracts to other than the low bidder in the six districts set forth below. In the five other districts, by separate letter, I am recommending awards of contracts to the low bidder.

The work to be done under these contracts is for the period July 1, 1971, to June 30, 1975, with options for a second and third-year contract if the city so elects. Proposals were received on May 3, 1971, May 21, 1971, and May 29, 1971, after public advertising in the *City Record*, April 22, 1971, and May 13, 1971.

District 2, Jamaica Plain, contractor, Joseph Amara and Sons, Inc., Division of Waste Management of Mass., Inc., 200 Providence Street, Hyde Park, Mass., price per year, \$378,031.60.

In order to provide continuity of good service, I am recommending the award of a contract at the low bid price, in the Jamaica Plain district to Joseph Amara and Sons, Inc., Division of Waste Management, Inc. of Mass., the second bidder, who has performed the work in this district in a most satisfactory manner for many years.

District 3, Dorchester North, contractor, SCA Disposal Services of New England, Inc., 110 Brookline Avenue, Boston, Mass., price per year, \$618,165.50.

In order to provide continuity of good service, I am recommending the award of a contract at the second bidder's price to SCA Disposal Services of New England, Inc., the third bidder, who has performed the work in this district in a most satisfactory manner for many years. The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of a contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder, Joseph Amara and Sons, Inc., Division of Waste Management of Mass., is being recommended for the award of a contract in the Jamaica Plain district, and it is not my intention to recommend their being awarded a contract in any other district.

District 5, South Boston, contractor, SCA Disposal Services of New England, Inc., 110 Brookline Avenue, Boston, Mass., price per year, \$268,552.20.

The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of a contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder,

Stanley Roketenetz, Inc., has requested permission to withdraw his bid as his bid price was in error. The third bidder, SCA Disposal Services of N. E., Inc., is recommended for the award of the contract at their bid price.

District 7, Dorchester South, contractor, United Contracting Company, Inc. of Boston, 1111 Dorchester Avenue, Dorchester, Mass., price per year, \$691,650.

The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of a contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder, SCA Disposal Services of N. E., Inc., has been recommended for the award of contracts in four other districts, and it is not my intention to recommend the award of additional work to that firm. The third bidder, United Contracting Company, Inc. of Boston, has performed the work in this district for many years in a most satisfactory manner and has agreed to accept a contract at the second bidder's price.

District 9, East Boston, contractor, Browning-Ferris Industries, Inc., 100 Hallet Street, Dorchester, Mass., price per year, \$219,218.

The low bidder, F & R Service, Inc., is not being recommended for the award of a contract because of a union involvement that probably would result in a strike or work stoppage in all other districts of the city; also, we have received information questioning their performance under their contract for collecting garbage in a neighboring community. After considerable deliberation I am recommending the award of this contract to Browning-Ferris Industries, Inc., at the second bidder's price.

District 10, Roxbury, contractor, Browning-Ferris Industries, Inc., 100 Hallet Street, Dorchester, Mass., price per year, \$711,151.86.

The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of the contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder, Browning-Ferris Industries, Inc., has performed the work in the Roxbury district in a most satisfactory manner for many years and has agreed to accept the contract at the low bidder's price.

Awarding the refuse contracts as recommended will result in a decrease in total costs of \$337,200 per year, for 1971-5, below the cost of the same service bid in 1971. This has resulted from more competitive bidding and a decrease in costs by the elimination of the separate garbage collection, which factors more than offset the increase in labor and operating costs over the past three years. In my opinion, awarding the contracts as recommended will result in maintenance of the high level of performance previously provided by this service and the encouragement of as much diversity and competition in the

business as possible. These recommendations are therefore in the best interest of the city.

Respectfully,

JOSEPH F. CASAZZA,
Commissioner of Public Works.

REAL PROPERTY DEPARTMENT

PARKMAN HOUSE

DEAR MAYOR WHITE:

Your permission is requested to award a contract without advertising to the Boston Foundation for the care, cleaning, security, operation, provisions, and expenses relating to the function of the Parkman House at 33 Beacon Street.

Given to the city in 1907 by the Parkman family, the Parkman House has recently undergone a major restoration, in anticipation of the bicentennial, and is now functioning both as a reception center and as a center for urban affairs. The restoration was carefully planned to accommodate a variety of uses for the building. The first two floors, which are used for receptions, dining, and conferences, combine modern functional furniture with some of the finest antiques on loan from the Museum of Fine Arts and private individuals. The bedrooms on the third floor will extend the hospitality of Boston to many of the distinguished guests of the city, and the fourth floor provides office space for the Parkman Center for Urban Affairs. One of the major objectives of the center is to assist the City of Boston and other metropolitan areas in improving their governmental structures and policies. To this end the center will sponsor intercity seminars where officials will meet to exchange experiences and ideas on specific city problems, undertake research studies, establish an intern program, and create policy task forces to improve relations with their state governments and the federal government, at a time when there is diminishing national concern with urban priorities.

I believe it will be more economical to have live-in help to insure good care of the house and provide continuous security rather than to hire a three-shift security force. In addition, live-in help is needed for the accommodation of distinguished overnight guests, a facility the city has had to pay for at hotels.

In view of the special nature of the building and its multipurpose use, I have determined that the Boston Foundation is the most suitable entity to perform the services described above, and that public advertising would not be useful in this instance.

The term of this contract will be from July 1, 1971, to June 30, 1975, and the total amount will not exceed \$31,112.

Very truly yours,

EDWARD J. KENNEDY,
Assistant Commissioner.

(Continued on next page)

"A"

A G R E E M E N T

This AGREEMENT made and entered into this 10th day of January, 1974, by and between the F & R Service Inc., located at 12c Washington Street, Wellesley, Massachusetts, (hereinafter referred to as the "Company"), and the United Steelworkers of America, AFL-CIO-CLC, (hereinafter referred to as the "Union"), in behalf of Local Union 13974.

WITNESSETH

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I
Recognition

Section 1. The Company recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regards to wages, hours, and other terms of conditions of employment for all its employees to whom this Agreement applies.

ARTICLE II
Union Shop

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

ARTICLE III
Payroll Deduction

ARTICLE V
Vacations

Section 1. Employees after one (1) year of continuous service will be entitled to one (1) weeks' vacation.

Section 2. Employees after three (3) years of continuous service will be entitled to two (2) weeks vacation.

ARTICLE VI
Jury Duty

Section 1. Make up wages or salary will be paid to eligible employees while absent from work for Jury Duty.

ARTICLE VII
Funeral Leave

Section 1. In the event of death of a member of the immediate family of an employee, the Company will grant each employee three (3) days funeral leave up to and including the day of the funeral.

ARTICLE VIII
Holidays

Section 1. All employees subject to this Agreement, shall receive normal straight time compensation for all Legal Holidays proclaimed by the State.

ARTICLE IX
Grievance Procedure

Section 1. Should any dispute arise between the Company and the Union or its members concerning this Agreement the dispute shall be settled in the following manner:

First: Between the aggrieved employee and the Company's supervisor of the Department.

Second: Between the aggrieved employee, the Company's supervisor of the Department, at this step a Representative of the International Union may be present.

ARTICLE XIII
Assignability

Section 1. In case of a sale of all or a substantial part of the Company's property, the Company agrees to use its best efforts to require such new Company to assume this Agreement to the fullest extent possible.

ARTICLE XIV
Duration of Agreement

This AGREEMENT shall continue in full force and effect until January 15, 1977 and thereafter from year to year, provided however, that either party may terminate the same upon giving sixty (60) days written notice to the other of its intention to do so, provided the termination is not prior to January 15, 1977.

On January 15, 1976 SCHEDULE A - Wage Rates may be reopened for renegotiation by either party upon giving the other party sixty (60) days written notice of its intention to do so prior to January 15, 1976.

F & R SERVICE INC



UNITED STEELWORKERS OF AMERICA
AFI-CIO-CLC



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W A G E S

SCHEDULE A

WAGE RATES EFFECTIVE JANUARY 15, 1974

LABORER - The Starting Rate shall be \$160.00 per week with an additional \$5.00 per week increase every six (6) months until the Rate of \$180.00 per week is reached.

TRUCK DRIVERS - The Starting Rate shall be \$180.00 per week with an additional \$5.00 per week increase every six (6) months until the Rate of \$200.00 per week is reached.

GARBAGE &
RUBBISH COLLECTORS - The Starting Rate shall be \$160.00 per week with an additional \$5.00 per week increase every six (6) months until the Rate of \$190.00 per week is reached.

SCHEDULE B

As of July 15, 1974 any employees working the Metropolitan Boston Area, a supplement Wage Scale will be in effect. The Metropolitan Boston Area shall include all Districts in the Boston Area that are open to competitive bidding for Rubbish and Garbage Removal. Wage determination shall be wages now in effect under the Service Contract Act. Wages for the Metropolitan Boston Area will be -

TRUCK DRIVER CHAUFFEUR - \$6.00 per hr.

\$6.00 per hr.

114879

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT
DOCKET NO.

F. & R. SERVICE, INC., THOMAS A. GILLIS,
GARY CLARK, PAUL ARENA, DONALD CARPENTER,
ALDEN COTE, GEORGE E. DYER, JR., BERNARD
PECK AND MICHAEL SCHIFONE

Plaintiffs

VS.

KEVIN H. WHITE, JOSEPH F. CASAZZA, CITY
OF BOSTON, FRANK J. McMORROW, AMERICO PASQUALE,
SCA DISPOSAL SERVICES OF NEW ENGLAND, INC.,
BROWNING-FERRIS INDUSTRIES, INC., SANITAS
WASTE DISPOSAL OF MASSACHUSETTS, INC., UNITED
CONTRACTING COMPANY, INC. OF BOSTON, JOSEPH
AMARA AND SONS, INC., DIVISION OF WASTE
MANAGEMENT OF MASSACHUSETTS, INC.

Defendants

COMPLAINT

Thomas C. O'Keefe III
43 Main Street
Natick, Massachusetts
01760
655-5475

Charles J. Artesani, Jr.
and 375 Commonwealth Avenue
Boston, Massachusetts
02115
266-2900

RECEIVED & FILED

FEB 28 1977

CLERK OF THE COURT
NORFOLK COUNTY

UNITED STATES GOVERNMENT

Memorandum

TO : SAC (92-2202)

DATE: 5/9/77

FROM : SUPV. JAMES F. SCANLAN, JR.

SUBJECT: KEVIN H. WHITE; ✓
[redacted] ✓

AR - HOBBS ACT

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In view of the publicity afforded this matter, this file has been reviewed and the following is a summary of action taken:

On 2/12/75 this matter was referred to this office by the Office of the USA based on a copy of a memo dated 10/23/74. This memo was directed to the Fraudulent Section of the Criminal Division re material presented to SEC and USA, SDNY, by [redacted].

The material in question was reviewed and the relevant parts concerned; an allegation that [redacted] accompanied by one [redacted] went to the Office of Mayor KEVIN WHITE and made a \$10,000 "payoff"; no further elaboration in these records. This document spelled out that [redacted] characterized the payment of the \$10,000 as a political contribution and not a payoff.

According to this memo, it was attributed to SEC that [redacted] controlled a company called [redacted] a subsidiary of SANITAS and SANITAS would issue checks to [redacted] these payments allegedly being used to make payoffs.

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In this memo, [redacted] told the AUSA, SDNY, he had paid \$10,000 to Mayor WHITE and also made a payment of stock to the [redacted]

[redacted] described the payment to WHITE as a campaign contribution and attributed to WHITE a comment to the effect, "He had been having trouble with some of the other boys". This contribution and comment allegedly occurred in early fall 1971 when WHITE was running for re-election. [redacted] advised [redacted] was present with him when the contribution was made.

JFS:gm

(8)

SAC *[signature]*

SEARCHED	INDEXED
SERIALIZED <i>ma</i>	FILED <i>ma</i>
MAY 9 1977	
FBI - BOSTON	

[signature]

5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

92-2202-22

BS 92-2202

The memo indicated the payment of stock to [] was because SANITAS had a cleaning contract for buildings in the State of Mass. The stock was in Reclamations Systems, Inc. and was transferred on 9/28/70 to [] a nominee designated by []. In this regard, [] was declared legally incompetent because of senility.

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b7C

[] stated he made the \$10,000 contribution in two installments, one some time prior to the Primary (9/14/71) and the other subsequent to the Primary but before the general election. [] states [] gave Mayor WHITE an envelope with \$5,000 with [] present on both occasions. [] also stated that in about February, 1972, [] had a meeting with other contractors relative to splitting up areas and the prices to be bid for the areas. [] claimed to have attended this meeting with []. [] denies ever having attended any such meeting or even knowing about it.

[] described the payment to Mayor WHITE as political contributions. [] describes his stock transaction with [] as being strictly voluntary and done to solidify himself with [] nothing being asked by [] stating it was not a payoff.

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[] when initially interviewed, said he had no independent recollection of accompanying [] to WHITE's office; however, he would not deny it stating he just didn't have any independent recollection. He stated he feels [] would have made the payments to WHITE rather than himself.

On reinterview, [] said he went the first time with [] to the Office of Mayor WHITE but not the second time and he has no recollection of any conversation by WHITE when the contribution was made re other contractors. He also claims [] made the payment.

[] stated that in connection with the contract for 1972 he added an extra \$150,000 over what the bid should have been. However, [] denies any knowledge of the \$150,000 stating he prepared the bid.

BS 92-2202

[] states that the contribution to WHITE was made after conversation he had with Attorney [] wherein he told [] of his intention to make a contribution to the Mayor whereas [] states he was summoned to the Office of Mayor WHITE, at which time the Mayor advised he needed money and asked for "ten big ones".

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Records re campaign contributions for the Primary were reviewed and there was no indication of any contribution attributable to []. The contribution records for the general election were destroyed pursuant to law prior to review.

The Public Works Commissioner, an individual of good reputation, advised there was no contract awarded in 1972; that the contract was awarded in March, 1971; that this contract did not expire until 1974; that there was no interference by the Mayor and that he, the Commissioner, did realign territories with the agreement of the contractors because it was in the best interests of the city and was not at the behest of either the contractors or the Mayor.

Two other contractors, who were allegedly in attendance at the meeting referred to by [], denied ever having attended such a meeting, stating they did make personal contributions to the Mayor in his election of 1971; however, they were not pressured in any way, one contractor mentioning that such contributions have been automatic since the days of [].

The facts of this case were discussed with AUSA [] on 5/29/75 and 6/25/75, at which time it was noted there were wide discrepancies between the only two witnesses to the \$10,000 contribution to WHITE's 1971 campaign. It was noted during this conference that the principal witness, [], claimed he decided to make the contribution to solidify SANITAS' position for the 1972 refuse City of Boston bids in the fall of 1971 when, in fact, the contracts had already been awarded in March, 1971, and would not be again awarded until March, 1974. It was also noted that [] said he decided to make the contribution

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BS 92-2202

and made it accompanied by [] while [] claimed he had been solicited himself by WHITE, he then going to [] who approved paying the \$10,000. [] requested at this time two additional refuse contractors who made contributions to WHITE's 1971 campaign be interviewed to determine whether or not pressure was exerted on them; that at the conclusion of said interviews a re-evaluation will be made as to the prosecutive potential of this case. [] also noted that the facts relating to the shares of stock given to [] coupled with []'s mental health, would be a bar to prosecution as to that portion of []'s statements.

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AUSA [] was contacted on 11/13/75, at which time he had not made any determination as to the prosecutable potential.

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On 2/11/76 AUSA [] said there was no supporting evidence which would enable him to initiate the course of prosecutive action and that he was closing his file.

It is to be noted that during this investigation IRS was furnished full particulars re this matter.

It is to be noted that the USA, Boston, was extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop a prosecutable violation feeling data not solid enough to openly proceed without possibly harming WHITE's chances in the forthcoming Mayoralty campaign and a possibility of WHITE's obtaining a slot on the National Democratic ticket as Vice President.

(Mount Clipping in Space Below)

Ted Barron, Mr. Success

Payoff stories no surprise to Chelsea acquaintances

People who knew Ted Barron in the 1920s and 1930s when he was growing up in Chelsea weren't surprised by stories that he was the power behind a Boston company that acted as the conduit in distributing \$1.2 million in illegal political contributions, cash payoffs and kickbacks for Sanitas.

"Teddy was always a showboat," said a Chelsea man who went to school with Barron's brother. "He was a real good looking man, always a popular guy with the ladies, liked to live high off the hog. There's no question in my mind he made the payoffs. He's done that kind of thing for years."

Another Chelsea man, who worked as a coach for Barron during the early 1960s when Barron owned the Chelsea-Everett Sweepers, a semi-pro football team, said: "He was the kind of guy who could con you out of anything. He could get anything he wanted, but then you'd have to chase him for the money. I don't mean it in a bad way, but I guess he was a conniver."

Abraham Theodore Barron is a product not only of Chelsea, where he was born in 1921, but also of the Great Depression.

Determined to get out, he first got a scholarship to a prep school in New York, and around 1940 he started at Duke University on a scholarship. But the war broke out before he could finish, so he left school to join the Coast Guard, returning to Chelsea later to take over the family scrap business from his sick father.

He married a Chelsea woman, had two children and, except for the time with the Sweepers, he seemed to have spent his life in the waste business, where he made a good living. People who knew him during that period remember him as living well and talking big, but they also remember some unpaid bills.

By 1969, Barron was deeply involved with Sanitas, becoming a director and then executive vice president of the parent company, as well as an officer of many subsidiaries.

By this time, Barron had left behind most of his Chelsea past. He had a beautiful home in Newton and

(Indicate page, name of newspaper, city and state.)

THE BOSTON HERALD
BOSTON, MASS.

13 THE BOSTON GLOBE
BOSTON, MASS.

THE CHRISTIAN
SCIENCE MONITOR
BOSTON, MASS.

Date: 7/5/77
Edition: MORNING
Author:
Editor: THOMAS WINSHIP
Title: ABRAHAM THEODORE
BARRON

Character:
or AR
Classification: 92-2202
Submitting Office: BOSTON
☐ Being Investigated

C C; BUREAU

SEARCHED ☒ INDEXED ☒
SERIALIZED ☒ FILED ☒
JUL 5 - 1977
FBI - BOSTON
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was living a glamorous life, traveling around the country on corporate spending sprees, acquiring smaller companies for Sanitas and, in connection with his cash conduit, ATB Enterprises.

He developed a passion for Chinese art, which he displayed in his office, and began to pressure Sanitas employees and subsidiaries to purchase various Chinese artifacts for him.

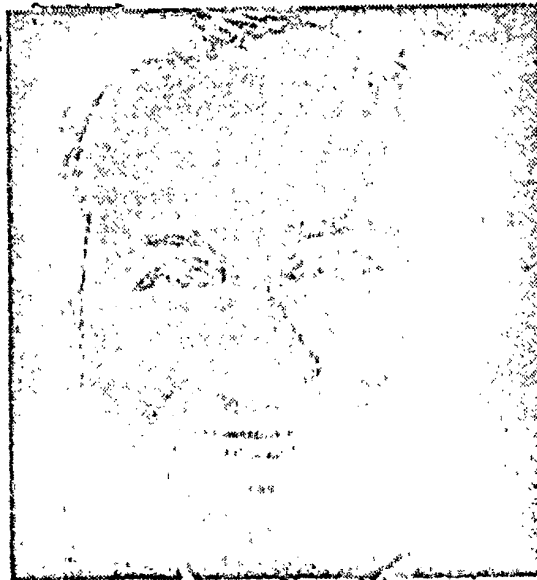
When Barron left Sanitas in 1973, about the time the Securities and Exchange Commission was beginning an investigation, he took his art collection with him. The company took him to court and he agreed to pay \$15,314 at \$1000 per month, but after the first \$1000, the payments stopped.

The Globe tried to find Barron for an interview, but his whereabouts are still a mystery.

John Berman, his lawyer, said Barron is often in Boston, but he doesn't know where he lives or what he does for a living or even how to find him. "He calls me," Berman explained.

Wherever he is, his former colleagues are convinced he's making money.

"Last I heard, he was running around playing tennis every day — with movie stars," said John Wipfler, who was once president of the Boston subsidiary. "He's a fancy guy. He don't fool around. In fact, I heard recently he married some millionaire down in Texas."



(Mount Clipping in Space Below)

Garage lessee: I gave \$10,000 to White in '74, got tax breaks

By David Rogers
and Walter V. Robinson
Globe Staff

The president of a Boston parking company that once held valuable leases on several city-owned garages has alleged that he used relatives, a business associate, and direct cash payments to give \$10,000 to Mayor Kevin White's last campaign in December 1974.

Francis X. Green, president of First Boston Parking, said the \$10,000 was to pay for his allotment of tickets to a White fundraiser that month. He said he took the full amount in cash to Real Property Comr. Joanne Prevost, whose department administers the city's parking. First Boston leased.

Though Prevost yesterday denied any knowledge of the alleged transaction, Green said it was at her suggestion that he later divided at least \$3000 of the money into three \$1000 checks recorded in the names of his father, an uncle and a business associate.

Green said the remainder of the \$10,000 was given to Prevost as cash, and that the following year, 1975, he gave \$6000 in cash for tickets to a White fundraiser at the Museum of Science.

Green said he believed the continuation of his leases and a substantial rent abatement from the city would not have been possible without his sizeable contribution.

(Indicate page, name of newspaper, city and state.)
Boston Herald
Boston, Mass.

1

Boston Globe
Boston, Mass.

Christian Science
Monitor, Boston, Mass.

Date: 3/9/78
Edition: Daily

Title: Kevin White ✓

92 - 220 224

Character:
or

Classification:

Submitting Office: BOSTON

C C; BUREAU

SEARCHED INDEXED SERIALIZED FILED

1978

FBI - BOSTON

FBI/DOJ

Joseph Alviani, special counsel to the mayor, declined last night to comment on Green's allegations. He said he would study the allegations before making a statement today.

"It's news to me," said the city's lawyer, Corporation Counsel Herbert Gleason, when informed of the allegations. "I know nothing about them and no way to judge their veracity."

Under state campaign finance laws, no person may give a candidate more than \$1000 in a single year, and cash contributions of more than \$50 are forbidden. Similarly, it is illegal for any person to make a donation in a second person's name, and a candidate is forbidden from knowingly receiving such funds.

Green, who later received substantial abatements from the Real Property Board on his garage leases, first made his allegations in a telephone interview with a Globe reporter Monday. At a meeting Tuesday with two Globe reporters, he repeated the allegations.

In a subsequent phone call, Green said he had talked with an attorney and had been advised to discuss the matter no further. He said he was frightened and that he might have to deny making the allegations if the Globe printed them.

Asked if he meant that the charges were untrue, Green said: "Sure, they're true. I just might have to deny them or I'll be ruined in this town. I'll never be able to do business in this town again."

Though Green offered no financial statements to show that he had withdrawn the \$10,000 from a bank, the three names he listed Monday appear on the mayor's campaign finance records as donors contributing on the same day, Dec. 12, 1974.

The first \$1000 is listed to Richard G. Cotton, Green's uncle and a resident of West Newton. Cotton, who said he had once worked for Green, was reluctant to answer questions when interviewed Monday, but he confirmed that he had been given money by his nephew to give to White's campaign.

A second \$1000 is attributed to George J. Green, whom Green identified as his father, who was in Florida at the time, but who is listed in campaign records at Francis Green's former Milton address.

The third \$1000 is listed to Irving Sokov, a former business associate of Green. Sokov denied this week receiving any money from Green, but Green insisted that he had given \$1000 to his associate for the purpose of giving the money to White's campaign.

Although Green said he gave the remaining \$7000 in cash to Prevost, he also said his dealings most often were with Francis Tracey, a deputy commissioner in Real Property. Tracey first gave him his tickets, Green said, and when he brought in the cash, Tracey was present with Prevost.

Frank Tracey called and said he wanted to see me," Green said. "We went for a walk in City Hall, and he gave me the tickets."

"The tickets were the first time I was approached for any money," Green said. He said he believed that, "if I hadn't bought the tickets, there would have been no abatements and I would have been kicked out."

Though he was uncertain as to the exact date, Green said it was Tracey who first suggested that he apply for abatements on the garages to recover the costs of repairs to elevators as well as lost revenue due to downtime.

Records for the Real Property Board also show that it was Tracey who later prepared a report on this request, and in October 1975 the board voted to give Green's firm, First Boston, a rent credit of \$60,444.

In fact, \$18,763 of this abatement was actually credited to a second firm, West Coast Parking Associates Inc., under a distribution worked out in March 1976, and the entire sum has since been challenged by the city's Law Department.

This controversy was the subject of a Globe article last Friday. When Green called Monday, he said he was angered by the way the abatement had been handled. "I feel like blowing the whistle on all of them," he said.

City attorneys have argued that Green got too much money, both through First Boston as well as a hidden interest in West Coast, but that their efforts to bring suit and recover the money have sometimes appeared at odds with Prevost's actions in Real Property.

For example, the Law Department is looking for Green to serve him with court papers. But Prevost, who spoke with Green twice this week, had yet to tell Gleason yesterday afternoon that she knew where Green could be found.

According to Green, Prevost suggested that First Boston would be credited with the money that had gone to West Coast, a position the Law Department has yet to agree to. Prevost said yesterday that she could not remember if she had discussed the credit with Green, but last week she sent a letter to the city Treasury Department asking that such an adjustment be made.

"The more I think about it," Prevost said, "this is a guy with an axe to grind. It's so ridiculous, it is too silly to comment."

"I had nothing to do with fundraising. I'm a people raiser, you know that," she said in reference to her former role as the mayor's patronage secretary.

Tracey, who is recovering from an illness, was in Florida yesterday, Prevost said, and efforts to reach him through the commissioner's office were unsuccessful.

The garages once leased by Green include some of the largest owned by the city, and at one point First Boston held leases on four facilities with more than 2260 spaces. Since the summer of 1976, Green has held no leases, however, and is reportedly living in Key Largo, Fla., with his parents.

The garages are leased after public bidding, but in at least one case, Green received extensions beyond his normal contract period of one year.

Prevost's administration of Real Property is under investigation by the Suffolk County District Attorney's office. Last month, the office subpoenaed city documents related to city contracts that were awarded by Real Property in many cases to campaign contributors to the mayor.

More than \$350,000 was raised at the December 1977 fundraiser, and a Globe survey of those contributing and doing business with Real Property or Parks — a second area of investigation — has found 12 separate \$1000 contributions on Dec. 12.

memorandum

DATE: 4/10/78.

REPLY TO
ATTN OF: SUPV. [REDACTED]

SUBJECT: KEVIN H. WHITE;

[REDACTED]
AR - HOBBS ACT

TO: SAC, BOSTON (92-2202)

Review of bulky exhibits in this case reflects that Bulky Exhibit 1B(1) should be returned to the City of Boston Corporation Counsel.

This case is being reopened in order to return above-mentioned exhibit.

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REO + A -
Jmm
4/10/78

JMM:gm
(2) *gm*

92-2202-25

SEARCHED	INDEXED
SERIALIZED <i>7</i>	FILED <i>7</i>
APR 10 1978	
FBI - BOSTON	

[REDACTED] *g*



Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

OPTIONAL FORM NO. 10
(REV. 7-76)
GSA FPMR (41 CFR) 101-11.6
5010-112

memorandum

DATE: 10/2/78

REPLY TO
ATTN OF:

SA [REDACTED]

SUBJECT:

KEVIN H. WHITE;

AR - HOBBS ACT

TO: SAC, BOSTON. (92-2202) (C)

An attempt was made to obtain exhibit from bulky room in order to return same. The exhibit was not in the jacket and the exhibit form was also gone.

It appears from the bulky exhibit form in file that the exhibit was returned on 2/14/77 by SA [REDACTED].

On 9/26/78 [REDACTED] City Clerk's Office, telephone 725-4600, advised that office would have no record of whether the exhibit was returned. There would have been no reason for them to retain it as under law it could have been destroyed.

In view of this case being reopened in order to return exhibit, and apparently same was returned, this case is being closed.

Located & returned
by [REDACTED] on
4/27/79

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b7CGTJ:gm
(1)

Clark (b)
[REDACTED]
10/2/78

92-2202-26

SEARCHED	INDEXED
SERIALIZED	FILED
OCT 2 1978	
FBI - BOSTON	



Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

OPTIONAL FORM NO. 10
(REV. 7-76)
GSA FPMR (41 CFR) 101-11.6
5010-112

UNITED STATES GOVERNMENT

Memorandum

TO : SAC BOSTON 92-2202

DATE: 10/19/78

FROM : SAC TAMPA 92-1957

SUBJECT: KEVIN H. WHITE
[REDACTED]

(Title)

☐ RUC☒ File Destruction Program

Enclosed are 1 items.
These items are forwarded your office since:

☐ All logical investigation completed in this Division☒ You were OO at the time our case was RUC'd.

Enclosures are described as follows:

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b7c

1 fd 302

Enc. 1

NOTE: DO NOT BLOCK STAMP ORIGINAL ENCLOSURES. 23 1978

92-2202-28

SEARCHED	INDEXED
SERIALIZED	FILED
OCT 23 1978	
FBI - BOSTON	

SI/DOJ

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

No Duplication Fees are charged for Deleted Page Information Sheet(s).

Total Deleted Page(s) ~ 87

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Page 51 ~ Duplicate to 92-HQ-16513 pg 45

Page 53 ~ b6, b7C

Page 56 ~ b6, b7C

Page 58 ~ b6, b7C

Page 91 ~ b3

Page 97 ~ Referral/Direct

Page 98 ~ Referral/Direct

Page 99 ~ Duplicate to 92-HQ-16513 Pg 4

Page 100 ~ Duplicate to 92-HQ-16513 Pg 4

Page 106 ~ Duplicate to 92-HQ-16516 Pg 32

Page 109 ~ Duplicate to 92-HQ-16513 pg 27 et seq.

Page 110 ~ Duplicate to 92-HQ-16513 pg 27 et seq.

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Page 113 ~ Duplicate to 92-HQ-16513 pg 27 et seq.

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Page 170 ~ Duplicate to 92-HQ-16513 pg 41

Page 171 ~ Duplicate

Page 172 ~ Duplicate

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Page 176 ~ Duplicate to 92-HQ-16513 pg 11 et seq

Page 177 ~ Duplicate to 92-HQ-16513 pg 11 et seq

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Page 235 ~ Duplicate
Page 236 ~ Duplicate
Page 237 ~ Duplicate

File-Serial Charge Out

FD-5 (Rev. 6-17-70)

File No. _____ Class _____ Case No. _____ Sub Serial _____
☐ Pending ☐ Closed
 Serial No. _____ Description of Serial _____ Date Charged _____

EXHIBIT VOLUME 1A (2-3-1A)
NOW KEPT IN SEPARATE VOLUME
DO NOT ADD ANY EXHIBITS TO
THIS FILE.

PERMANENT CHARGE OUT

Employee _____

RECHARGE

Date _____

File-Serial Charge Out

Employee _____

Location _____

FBI

TRANSMIT VIA:

☒ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☒ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☒ UNCLAS

Date

9/16/86

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259/0007 disk 6

OO HQ

DE BS

O 161245Z SEP 86

FM BOSTON (194C-420) (P)

TO DIRECTOR (IMMEDIATE)

ATTN: SUPERVISOR [REDACTED] WHITE COLLAR CRIME SECTION,
 POLITICAL CORRUPTION UNIT, FBIHQ

BT

UNCLAS

UNSUBS; CORRUPTION WITHIN THE BOSTON REDEVELOPMENT AUTHORITY (BRA);
 HOBBS ACT-CPO' OO:BS

REFERENCE BOSTON TELETYPE TO THE BUREAU, DATED 9/9/86.

FOR THE INFORMATION OF THE BUREAU EARLIER THIS SUMMER,

[REDACTED]

SENT ASSISTANT UNITED STATES ATTORNEY [REDACTED] DISTRICT
 OF MASSACHUSETTS, BOSTON, MASSACHUSETTS, A LETTER WHICH OUTLINED
 ALLEGATION^S OF POSSIBLE MISCONDUCT DURING ~~THE~~ FORMER MAYOR KEVIN
 WHITE'S ADMINISTRATION. THE SOURCE OF THE ALLEGATION WAS UNNAMED

Approved: *[Signature]*

Transmitted

600
(Number)1545
(Time)Per *[Signature]*194C-450-2
SEARCHED

SERIALIZED EP

INDEXED

FILED

IEP

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b7Cb6
b7C
b7Db6
b7C

FBI

TRANSMIT VIA:

- ☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

- ☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

- ☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

PAGE TWO, BS194C-420, UNCLAS

BUT IDENTIFIED AS ^{an}ATTORNEY WHO HAD WORKED AT THE BOSTON REDEVELOPMENT AUTHORITY (BRA), AT THE TIME OF THE QUESTIONABLE TRANSACTION. THE ALLEGATION IS THAT THE JOHN HANDCOCK COMPANY WAS PRESSURED BY FORMER MAYOR KEVIN WHITE INTO MAKING A \$4 MILLION CORPORATE GIFT TO BOSTON UNIVERSITY IN ORDER TO GET A CHANCE IN A DEVELOPMENT AGREEMENT WHICH HAD MADE WITH THE CITY IN THE LATE 60'S. THE CHANGE WAS SOUGHT IN THE SUMMER OF 1982. THE ORIGINAL AGREEMENT WAS THAT ONCE THE NEW HANDCOCK TOWER WAS BUILT ANOTHER OFFICE BUILDING OWNED BY HANDCOCK, IN CORP^ELY SQUARE, WOULD BE DEMOLISHED AND A PARK WOULD BE BUILT ON THAT ^{Site}SIGHT. IN 1982, HANDCOCK DETERMINED THAT IT WISHED TO KEEP AND USE THE OLDER BUILDING, AND SOUGHT THE CITY'S APPROVAL TO CHANGE THE DEAL ACCORDINGLY. A NUMBER OF CITY APPROVALS WERE NECESSARY TO EFFECTUATE THE CHANGE THE FIRST AND MOST IMPORTANT BEING THE BRA. THE BRA ^{and} IN OTHER CITY AGENCIES APPROVED THE CHANGE IN LATE 1982, AND EARLY 1983.

THE IMPLICATION OF THE ALLEGATION IS THAT FORMER MAYOR KEVIN WHITE WOULD ONLY APPROVE THIS CHANGE IF JOHN HANDCOCK MADE A \$4 MILLION GIFT TO BOSTON UNIVERSITY SCHOOL OF ENGINEERING, WHICH BU PRESIDENT JOHN SILBER WAS IN THE PROCESS OF BUILDING.

Approved: _____ Transmitted _____ Per _____
 (Number) (Time)

FBI

TRANSMIT VIA:

- ☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

- ☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

- ☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date: _____

PAGE THREE, BS194C-420, UNCLAS

THE EXISTANCE ^{and} ~~IN~~ NATURE OF THIS ALLEGED SECRET ~~IN~~ ^{and} PRIVATE
 CONDITION FOR THE CITY'S FAVORABLE ACTION ^{IN} ~~IN~~ HANDCOCKS
 PROPOSAL IS THE PRINCIPAL SUBJECT OF THIS INVESTIGATION.

INVESTIGATION TO DATE HAS REVEALED THAT JOHN HANDCOCK
 DID MAKE A FOUR AND A HALF MILLION DOLLAR CONTRIBU~~TION~~ TO ✓
 BOSTON UNIVERSITY IN EARLY 1983, ^{and} ~~IN~~ VARIOUS RECORDS AND
 REPORTS CONFIRM THAT JOHN HANDCOCK WAS ABLE TO GET THIS ✓
 AGREEMENT WITH THE CITY CHANGED DURING THE SAME TIME PERIOD.
 BRA RECORDS FOR THE FALL OF 1982, CONFIRM THAT [] WAS
 CALLING BRA [] ABOUT THE "HANDCOCK" MATTER ✓
 IN OCTOBER, IN 1982. A NEWSPAPER ARTICLE FROM EARLY 1984, ABOUT
 THE RELATIONSHIP BETWEEN KEVIN WHITE AND [], REPORTS
 THAT THE HANDCOCK CONTRIBU~~TION~~ TO BU CAME OUT OF A PRIVATE ✓
 MEETING BETWEEN KEVIN WHITE AND THE HANDCOCK [] ✓
 [] IN THE SAME ARTICLE, BRA SPOKESMAN
 STATES THAT THERE WAS NO RELATIONSHIP WHAT SO EVER BETWEEN BU
 AND THE CITY'S APPROVAL OF JOHN HANDCOCKS PROPOSALS TO CHANGE
 HIS AGREEMENT WITH THE CITY. KEVIN WHITE AND [] HAVE HAD
 A LONG STANDING PERSONAL RELATIONSHIP. [] HIRED KEVIN WHITES
 [] MANY YEARS AGO AS A CONSULTANT, PAYING HER APPROXIMATELY

b6
b7c

Approved: _____ Transmitted _____ Per _____
 (Number) (Time)

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

PAGE FOUR, BS194C-420, UNCLAS

\$20,000/YEAR FOR HER PART-TIME SERVICES. ADDITIONALLY [REDACTED] ✓
IS ALLEGED TO HAVE ENGAGED IN STRONG ARM TACTICS AMONG BU
ADMINISTRATORS IN ORDER TO RAISE CAMPAIGN FUNDS FOR FORMER MAYOR
KEVIN WHITE. FINALLY, KEVIN WHITE WENT TO WORK AT BU WHEN HE
LEFT THE CITY OF BOSTON IN JANUARY, 1984, REPORTEDLY AS A
\$100,000 A YEAR PROFESSOR. BU ALSO HIRED SEVERAL OF WHITE'S
POLITICAL AIDS IN EARLY 1984, INCLUDING [REDACTED]

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AT THAT TIME SIMULTANEOUS INTERVIEWS WILL BE CONDUCTED WITH

[REDACTED] JOHN HANCOCK, BOSTON,
MASSACHUSETTS, AND [REDACTED] JOHN

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HANCOCK. BOTH THESE INDIVIDUALS HAVE BEEN IDENTIFIED AS BEING
MOST DIRECTLY INVOLVED WITH THE "GIFT" AND THE CITY AGREEMENT.
WHILE [REDACTED] IS IN THE GRAND JURY, THE HANCOCK OFFICIALS WILL
BE INTERVIEWED AND DOCUMENTS SUBPOENAED. ✓

BT

Approved: _____ Transmitted _____ (Number) _____ (Time) Per _____

Memorandum



To : SAC, Boston 194C-450 Date 9/23/86

From :

SA [redacted]

C-1

Subject :

Kevin H. White, Former Mayor
City of Boston; Corruption Within
The Boston Redevelopment Authority;
Hobbs Act - CPO; Extortion, Mail Fraud.

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b7C

On 9/22/86, AUSA [redacted]
furnished copies of the following
documents:

① Memorandum from [redacted]

[redacted]

to [redacted]

Assistant United States Attorney.

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b7D

- ② Minutes of Zoning Commission, 9/13/82
- ③ Vote of Zoning Commission, 9/13/82
- ④ Minutes of BRA meeting, 8/5/82
- ⑤ memorandum [redacted] to BRA, 8/5/82
- ⑥ Amendment to PDA No. 1, 8/5/82
- ⑦ Development Controls of PDA District #1, 7/11/65

194C-450-4

SEARCHED.....	INDEXED.....
SERIALIZED <i>EP</i>	FILED <i>EP</i>
SEP 23 1986	
FBI-BOSTON	

MEMORANDUM

TO: [REDACTED] Assistant United States Attorney
FROM: [REDACTED]
DATE: May 29, 1986
SUBJECT: 197 Clarendon Street

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Background

In 1968, Planned Development Areas (PDA's) No. 1 and No. 2 were designated by the Boston Redevelopment Authority (BRA) for the purpose of allowing John Hancock Mutual Life Insurance Company (Hancock) to build its new tower. The PDA called for the building at 197 Clarendon Street (Clarendon Building) to be demolished and replaced with a plaza and a much smaller building.

In 1982, the BRA and the Zoning Commission, at Hancock's request, amended the PDA to allow Hancock to substantially rehabilitate the Clarendon Building. Reasons given were that the downdraft from the tower would render open space at the site undesirable, the architectural charm of the building and the need of Hancock for more office space.

At the Zoning Commission hearing on September 13, 1982, [REDACTED] suggested that the Commission condition its approval on Hancock making a "substantial contribution" to the rehabilitation of Copley Square. The commissioners came to the conclusion that they could not grant conditional approval, but did adopt a separate motion to recognize Hancock's commitment to participate with other parties in the improvement of Copley Square.

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b7C

Hancock did wind up contributing approximately \$750,000 to Copley Square improvements.

Allegations

Last week, a colleague was speaking to an employee of the BRA and mentioned the Clarendon Building. Why did the City allow a building to be rehabilitated rather than insist on open space? The benefits, it seemed, flowed exclusively toward Hancock. Did Hancock in fact give the City anything in exchange for a beneficial change in the PDA?

The BRA employee indicated that he purposely did not involve himself with the process. However, it was his understanding that approval of the amendment to the PDA was conditional on Hancock contributing a substantial amount to a charity chosen by the Mayor. That charity was the Boston University School of Engineering of which the then-Chairman of Hancock was an alumnus. The gift allegedly totalled \$4M.

Please let me know what, if anything, I can do for you.

Attachments:-

Minutes of Zoning Commission, 9/13/82

Vote of Zoning Commission, 9/13/82

Minutes of BRA meeting, 8/5/82

Memorandum of [] to BRA 8/5/82

Amendment to PDA No. 1, 8/5/82

Development Controls of PDA ^{District} ~~District~~ #1, 7/11/68

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ZONING COMMISSION, CITY OF BOSTON

MONDAY, SEPTEMBER 13, 1982 - Board Room, 9th Floor, City Hall, Boston

Attendance

Commissioners

Richard B. Fowler, Chairman, presiding Greater Boston Real Estate Board	Present
Richard F. Battles, Vice Chairman Boston Society of Civil Engineers	Present
Raymond T. Coleman Greater Boston Chamber of Commerce	Present
Thomas G. Green Boston Society of Architects	Present
Joseph W. Joyce Greater Boston Massachusetts Labor Council AFL-CIO	Present
Robert L. Marr Master Builders Association of Boston	Present
William P. McNeill Mayor's Selection	Present
John J. O'Reilly Mayor's Selection	Absent
Theodore W. Paul Massachusetts Motor Truck Association, Inc.	Present
Marvin E. Rosenberg Associated Industries of Massachusetts	Present
Frederick C. Saunders, Sr. Mayor's Selection	Present

Staff

Mace Wenniger Advisor to the Zoning Commission	Present
Lucile C. Sims Zoning Staff, BRA	Present
Marguerite Hildebrand Secretary to the Zoning Commission	Present

The PUBLIC HEARING on the petition for approval of the Amendment to Development Plan for Planned Development Areas No. 1 and No. 2, with respect to Parcel 2 in Planned Development Area No. 1, by the Boston Redevelopment Authority in behalf of the John Hancock Mutual Life Insurance Company, was called to order by the Chairman at 9:40 A.M. The Chairman read the petition, announced the procedure for the conduct of the hearing, and called on Mr. Wenniger to present the petition.

Mr. Wenniger explained that the original Development Plan called for the demolition of the eight-story building at 197 Clarendon Street, in order to create a plaza, with a smaller building for cultural and service facilities and

possibly some office and commercial, on Parcel 2; but that the Parcel 2 part of the Plan was never implemented, that an open plaza is no longer needed so close to Copley Square and would complicate downdraft problems, and that the owner, the John Hancock Company, now proposed to substantially rehabilitate the Clarendon Building for first-class office space for their own home office needs, with some rental office space and possibly retail and other uses as allowed under the Code. The F.A.R. would not be increased. The proposed exterior changes had been reviewed by the BRA staff and would be subject to additional design review of details, and the necessary Amendment to the Development Plan had been approved by the BRA Board, with authorization to petition the Zoning Commission for its approval.

Mr. Wenniger then introduced Herbert W. Vaughan of Hale and Dorr, counsel to the John Hancock Mutual Life Insurance Company, who in turn introduced Robert Brannen, architect, of Jung/Brannen Associates, Inc.

Mr. Brannen described the proposed rehabilitation as involving major interior renovation, but only relatively minor exterior changes, of which the principal one would be the addition of a glass roof structure over four existing light-wells to create two enclosed internal courtyards. Also included would be: removal of the temporary tunnel entrance enclosure on Stuart Street, removal or relocation of mechanical penthouses and cooling towers, restoration of sidewalks and landscaping including curbing, paving, and landscaping materials, and a new Clarendon Street crosswalk on grade, as well as cleaning of the facades and reglazing of windows, and possibly restoration of facade stonework and replacement of window sash and frames.

William Boyan, Executive Vice President of the John Hancock Company, explained the Company's increasing need for office space because of its expansion into financial fields other than insurance and emphasized the Company's desire to remain in Boston because of its longterm commitment to the city.

Also testifying in favor of the proposed Amendment was Kenneth Himmel, representing both the Back Bay Association, of which he is Vice President, and the Urban Investment and Development Company (developer of the Copley Place project), of which he is Senior Vice President. Mr. Himmel also spoke of the importance of keeping the John Hancock Company in Boston. He mentioned the fact that the Back Bay Association had initiated a Centennial Committee, which was to carry out a redesign of Copley Square.

Mr. Joyce and Mr. McNeill both arrived during Mr. Himmel's remarks, at 9:57 and 9:59 respectively.

Mr. Vaughan stated that Mr. Himmel's testimony concluded the John Hancock's presentation.

The Chairman then read two letters from the Boston Redevelopment Authority: one dated September 3, 1982, from Kane Simonian, Secretary, transmitting the Authority's vote of approval of the Amendment and one dated September 13, 1982, from Robert J. Ryan, urging that the Zoning Commission concur in this approval.

Upon the Chairman's inquiry as to whether anyone wished to speak in opposition, the following persons testified.

Carl A. Zellner, of 7 Elm Street, Charlestown, a city planner, spoke of the great need for a rehabilitation of the Copley Square plaza and hoped that the Zoning Commission would reinforce the supplementary vote by the BRA Board recognizing John Hancock's commitment to participate in discussions with the City, the BRA, abutters, and others on the improvement of Copley Square.

Donald F. Winter, of 165 West Canton Street, who stated as indication of his interests that he was a member of the Environmental Commission of the City and Chairman of the Back Bay Architectural Commission although he was not testifying as representative of either commission, said that he did not oppose retention of the Clarendon Building, but pointed out that the original plan for open space there was a trade-off against the downdraft, shadows, and other problems resulting from the new tower, and that in addition to the loss of this open space, the new plan involved a reduction in parking space allotted to the public in the Hancock Garage. He therefore urged that the Commission make it a condition of its approval of the Amendment that the John Hancock Company make a substantial contribution to the rehabilitation of the Copley Square Plaza.

In response, Mr. Vaughan stated that he did not believe a conditional approval by the Zoning Commission would be legally possible and that the BRA vote was not so intended. He added that John Hancock had no problem with a recognition that there is a need regarding Copley Square and that the Company would participate in plans for improvements, but that they could not proceed under a tie-up of the two problems.

Mr. Rosenberg asked what other properties in the vicinity the John Hancock Company owns and also whether the Company had "made its peace with Trinity Church". Mr. Vaughan and Mr. Boyan answered that it had, and identified the properties in question.

The Chairman stated that the Commission would take the application under advisement and declared the hearing closed at 10:17 A.M. He then immediately called the BUSINESS MEETING to order.

After some discussion of the trade-off problems raised in the testimony and the suggestion therein that the Zoning Commission grant only conditional approval of the Amendment, it was the consensus of the Commissioners that they could not properly grant a conditional approval.

A motion was made by Mr. Battles and seconded by Mr. Marr that the "Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1 / St. James Avenue, Clarendon Street and Stuart Street / John Hancock Mutual Life Insurance Company, Developer", dated August 5, 1982, BE APPROVED, and that the Commission's designation, by Map Amendment No. 49, of Planned Development Areas No. 1 and No. 2 on Map 1 - Boston Proper - BE REAFFIRMED. The Chairman put the motion to a vote:

Yeas:	Messrs. Battles, Coleman, Fowler, Green, Joyce, Marr, McNeill, Paul, Rosenberg, and Saunders	. . . 10
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Absent:	Mr. O'Reilly	. . . 1
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The motion was accordingly declared CARRIED.

The Chairman then asked the Commissioners whether they would like to consider a vote similar to that of the Boston Redevelopment Authority concerning the Copley Square issue.

A motion was made by Mr. Green that the Commission adopt the same vote, as follows: that as a result of a discussion concerning the need for the physical upgrading and improvements to the present Copley Square Park, the Zoning Commission recognize the John Hancock Company's commitment to participate in discussions with the City of Boston, the Boston Redevelopment Authority, abutters, and all others who have an interest in the improvement and development of Copley Square. The motion was seconded by Messrs. Battles and Saunders.

Mr. Rosenberg then raised the problem of the very poor condition of the City parking garage on St. James Avenue. He suggested that the Zoning Commission take some action to urge the City to undertake a rehabilitation of the garage so that it would meet its full capacity and be safer to use.

A motion was made by Mr. Battles and seconded by Messrs. Rosenberg and Green that the Commission ask Mr. Wenniger to discuss the garage problem and any plans for it with the Real Property Department, communicating to the Department the Commission's strong concern, and report back to the Commission.

Mr. Green's motion was put to a voice vote by the Chairman and was declared CARRIED.

Mr. Battles' motion was then put to a voice vote by the Chairman and was declared CARRIED.

The meeting was adjourned at 10:35 A.M.

MEMORANDUM

AUGUST 5, 1982

Noted

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM:

[REDACTED]

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SUBJECT: AMENDMENT TO THE DEVELOPMENT PLAN FOR
PLANNED DEVELOPMENT AREAS NO. 1 AND NO. 2
WITH RESPECT TO PARCEL 2 IN PLANNED DEVELOPMENT
AREA NO. 1

The John Hancock Mutual Life Insurance Company has submitted a proposed amendment to their Development Plan for Planned Development Areas No. 1 and No. 2 (originally titled "Development Controls for Planned Development District No. 1 in the Back Bay"), approved by the Authority on July 11, 1968.

Under the original plan, on the parcel generally bounded by St. James Avenue, Clarendon Street and Stuart Street, designated as Parcel 2 in PDA No. 1, the eight-story building numbered 197 Clarendon Street was to be demolished to make way for a plaza and a smaller building to be used for cultural and service facilities as well as office and commercial space. On Parcel 1, to the east, the original John Hancock tower building was to remain unchanged except for necessary refacing and a new entry on the west side required by the demolition on Parcel 2. While the new sixty-story John Hancock tower on Parcel 3 was being constructed and occupied, the demolition of the older eight-story building on Parcel 2 was never implemented, and, in fact, the creation of further open space in that location subject to high winds is no longer considered desirable.

John Hancock now proposes to substantially upgrade and renovate the Clarendon Building to create first-class office space for their own home office needs and some rental office space, with retail and other uses as are allowed under the Zoning Code in this B-10 zoning district. Exterior changes to the building would include removal of the temporary tunnel entrance enclosure on Stuart Street, removal or relocation of mechanical penthouses and cooling towers, restoration of sidewalks and landscaping including curbing, paving, and landscaping materials, and a new Clarendon Street crosswalk on grade, cleaning of the facades, and reglazing of windows, and may include restoration of facade stonework and replacement of window sash and frames. The exterior dimensions will be increased only by the addition of a glass roof above the level of the existing roof to enclose the interior courtyards. The gross floor area will not be increased.

The staff has reviewed the proposed changes and find that they are in general compliance with planning objectives for the area and with the City's zoning regulations. I recommend that the Authority approve the attached Amendment to the Development Plan for Planned Development Areas No. 1 and No. 2.

Recommended votes follow:

VOTED: That in connection with the "Development Plan for Planned Development Areas No. 1 and No. 2" (originally entitled "Development Controls for Planned Development District #1 in the Back Bay"), approved by the Authority on July 11, 1968, and the proposed Amendment to said Plan with respect to Parcel 2 in Planned Development Area No. 1 presented at a public hearing duly held in the Board Room of the Authority on August 5, 1982, said Parcel being bounded generally by St. James Avenue, Clarendon Street, Stuart Street, and a line parallel to the easterly line of Clarendon Street and lying 287.2 feet easterly thereof, the Boston Redevelopment Authority, after consideration of the evidence presented at that hearing, finds that said Amendment

(1) conforms to the General Plan of the City of Boston as a whole; and

(2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare;

and further

VOTED: That pursuant to the provisions of Article 3, Section 1A, of the Zoning Code of the City of Boston as amended, the Boston Redevelopment Authority hereby approves the "Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1", dated "August 5, 1982 / Approved August 5, 1982", which Amendment consists of a written document of that title and plans incorporated therein;

and further

VOTED: That the Boston Redevelopment Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for approval of the "Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1", and authorizes the Director to certify in the name of the Authority that plans submitted to the Building Commissioner in connection with said Amendment are in conformity with the Amendment.

BOSTON REDEVELOPMENT AUTHORITY

Amendment to

DEVELOPMENT PLAN for PLANNED DEVELOPMENT AREAS NO. 1 and NO. 2

with respect to

Parcel 2 in Planned Development Area No. 1

St. James Avenue, Clarendon Street and Stuart Street

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, DEVELOPER

Public Hearing: August 5, 1982

Approved:

The "Development Plan for Planned Development Areas No. 1 and No. 2" (originally entitled "Development Controls for Planned Development District #1 in the Back Bay"), approved by the Authority on July 11, 1968, is hereby amended as follows:

By striking out the entire section on Parcel 2, in Planned Development Area No. 1, and inserting in place thereof the following section, in which the description of the boundaries of the parcel remains unchanged.

Parcel 2: Described as being bounded on the northerly, westerly and southerly sides respectively by the

southerly line of St. James Avenue, the easterly line of Clarendon Street and the northerly line of Stuart Street; and on the easterly side by a line parallel to the easterly line of Clarendon Street and lying 287.2 feet easterly thereof. (80,770 square feet)

A. Permitted Uses

The existing 3-story building, at 197 Clarendon Street, shall not be demolished, but shall be rehabilitated for use as an office building, with such retail and other uses as are allowed by the Boston Zoning Code in a B-10 district.

B. Building Requirements

1. The exterior dimensions of the building shall not be increased, except that a new glass roof structure shall enclose four existing light-wells, creating glass-enclosed internal courtyards.
2. Principal other exterior changes shall include: removal of the temporary tunnel entrance enclosure on Stuart

Street, removal or relocation of mechanical penthouses and cooling towers, restoration of sidewalks and landscaping including curbing, paving and landscaping materials, and a new Clarendon Street crosswalk on grade, all as shown on the plans referred to in item 4 below, cleaning of the facades and reglazing of windows; and may include restoration of facade stonework and replacement of window sash and frames; all subject to further design review of details.

3. The location, size, design, colors, materials and illumination of all exterior signs shall be subject to design review.
4. The following plans, by Jung/Brannen Associates, Inc., dated August 5, 1982, are hereby incorporated into this amendment:

Clarendon Building (Clarendon Street Facade)

Berkeley Building Clarendon Building John Hancock Place

Sub-Basement Basement

Main Floor / Site Plan

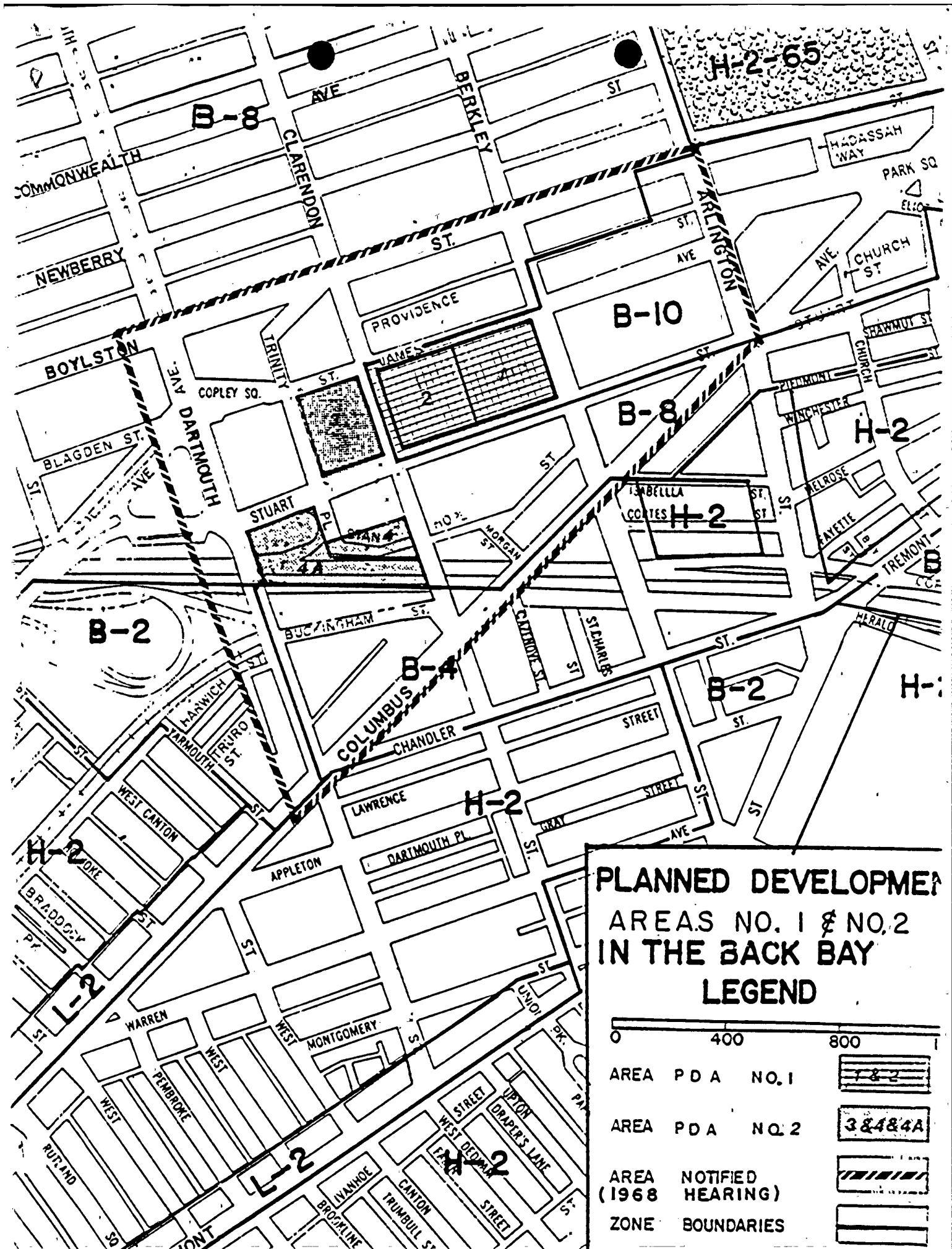
Second Floor Third Floor

Fourth thru Eighth Floors Ninth Floor

Section A-A

Section B-B

- C. The rehabilitation shall be made substantially in accordance with the above provisions, subject to minor modifications approved by the Director of the Authority. Further development of plans and final working drawings shall be subject to the design review process and approval by the Director of the Authority.



FACT SHEET

Amendment to

DEVELOPMENT PLAN for PLANNED DEVELOPMENT AREAS NO. 1 and NO. 2

with respect to

Parcel 2 in Planned Development Area No. 1

St. James Avenue, Clarendon Street and Stuart Street

DEVELOPER: John Hancock Mutual Life Insurance Company, John Hancock Place,
Post Office Box 111, Boston, Massachusetts 02117

ARCHITECTS: Jung/Brannen Associates, Inc., 177 Milk Street, Boston,
Massachusetts 02109

Original Development Plan

The original Development Plan for Planned Development Areas No. 1 and No. 2 authorized the construction of the new John Hancock Tower on Parcel 3 of the attached map and a parking garage on Parcels 4 and 4A, all three parcels together being designated as Planned Development Area No. 2.

For Planned Development Area No. 1, the Plan called for no change to the old John Hancock Tower, on Parcel 1, except for a new entrance. On Parcel 2, the eight-story Clarendon Building, at 197 Clarendon Street, was to be demolished to make way for a public plaza and for a smaller building to be used for cultural and public service facilities as well as office and commercial space; this part of the Plan was never accomplished.

Proposed Amendment

The developer now seeks an amendment to the Plan with respect to Planned Development Area No. 1 to allow the renovation and reuse of the Clarendon Building as office space for the developer and rental office space, with retail and other uses allowed by the Boston Zoning Code in a B-10 district.

The attached description of the proposed renovation was prepared by the developer. Some of the figures on gross floor area are subject to minor revisions, but the gross floor area of the structure is not to be increased.

SITE

The Clarendon Building is located between St. James and Stuart Streets and Berkeley and Clarendon Streets in Boston's Back Bay. It is the building, designed in the Beaux Arts tradition, directly opposite the main entry to the new John Hancock Tower. The general area is rich in Boston's architectural history with Trinity Church, Copley Square and the Boston Public Library immediately to the southwest. The Newbury and Boylston Street shopping district is located two blocks to the northwest.

BUILDING HISTORY

The Clarendon Building was constructed in two phases. The first phase, begun in 1920, developed a ten story elevator core surrounded by four stories of office space. The general plan of the building was established at this time by the New York structural engineer Frederick A. Waldron and the Boston Architects Parker, Turner and Rice. The building is 250' square with four light courts, one symmetrically placed in each of the building's four quadrants. The addition of four floors in 1926 completed the second phase of construction and brought the Clarendon Building to its present height of 120 feet.

BUILDING RENOVATION

The proposed building renovation has as its focus the conversion of the four light courts into two glass-enclosed internal courtyards crossed by bridges at each level. These landscaped garden spaces will also give daylight and interest to the block-long internal street which extends from Berkeley to Clarendon Street through the center of the Berkeley and Clarendon Buildings.

The proposed gross building area of 540,000 s.f. is slightly less than the present gross area. Of this new total, 395,000 s.f. are on the 8 main floors which will be upgraded into first class office space for John Hancock and rental use, 120,500 s.f. are on two basement levels to be used by John Hancock for storage, and 24,500 s.f. are on two floors of the Tower which extends above the roof at the center of the building and which will contain small office spaces as well as elevator and service areas.

The Clarendon Building was awarded a Harleston Parker Medal. Its exterior is a fine example of the neoclassical design predominant in American Architecture during the early part of this century, and no change to the facades other than cleaning and restoration of stonework is therefore proposed. New single-lite thermal glazing will be installed throughout the building, and a new energy plant will optimize energy conservation and system economy. Exterior landscaping will be brought back to its original condition, and all sidewalks around the building will be restored. The head-house covering the steps to the existing underground passage below the Stuart Street Sidewalk will be removed, to allow the unobstructed exposure of the Stuart Street elevation.

The John Hancock Mutual Life Insurance Company, through its Architects Jung/Brannen Associates, will work closely with the BRA Design Review Staff towards achieving a renovation and result that will be satisfactory and a source of pride to all parties concerned.

The proposed renovation will restore the Clarendon Building to its proper place in a unique complex of three distinguished buildings, each different in style and expressive of its own period in history. In so doing, it will again become an important element in the urban fabric of Boston's Copley Square area.

MINUTES OF A REGULAR MEETING
OF THE BOSTON REDEVELOPMENT AUTHORITY

AUGUST 5, 1982

The Members of the Boston Redevelopment Authority met in regular session at the office of the Authority, Board Room, City Hall, One City Hall Square, Boston, Massachusetts at 2:00 p.m. on August 5, 1982. The meeting was called to order by the Chairman, and upon roll call, those present and absent were as follows:

<u>Present</u>	<u>Absent</u>
Robert L. Farrell	William A. McDermott, Jr. (came in later)
Joseph J. Walsh	
James K. Flaherty	
Clarence J. Jones	

A copy of the NOTICE OF MEETING, pursuant to Section 23B of Chapter 39, as amended, of the General Laws, with the CERTIFICATE AS TO SERVICE OF NOTICE OF MEETING attached thereto, was read and ordered spread upon the minutes of this meeting and filed for record.

NOTICE OF MEETING

Notice is hereby given in accordance with Section 23B of Chapter 39, as amended, of the General Laws that a regular meeting of the Boston Redevelopment Authority will be held at 2:00 p.m. on August 5, 1982, in the Boston Redevelopment Authority Board Room, City Hall, One City Hall Square, in the City of Boston, Massachusetts.

BOSTON REDEVELOPMENT AUTHORITY

By Kane Simonian

Title Secretary

July 30, 1982

CERTIFICATE AS TO SERVICE OF NOTICE OF MEETING

I, Kane Simonian, the duly appointed, qualified and acting Secretary of the Boston Redevelopment Authority, do hereby certify that on July 30, 1982, I filed in the manner provided by Section 23B of Chapter 39, as amended, of the General Laws, with the City Clerk of the City of Boston, Massachusetts, a NOTICE OF MEETING, of which the foregoing is a true and correct copy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this fifth day of August, 1982.


Secretary

LS

Messrs. Ryan and Simonian attended the meeting.

The Chairman opened the public hearing on the Proposed Amendment to the Development Plan for Planned Development Areas No. 1 and 2.

Mr. McDermott entered the meeting during the public hearing.

Following the public hearing on the Proposed Amendment to the Development Plan for Planned Development Areas No. 1 and 2, on motion duly made and seconded, it was unanimously

VOTED: That in connection with the "Development Plan for Planned Development Areas No. 1 and No. 2" (originally entitled "Development Controls for Planned Development District #1 in the Back Bay"), approved by the Authority on July 11, 1968, and the proposed Amendment to said Plan with respect to Parcel 2 in Planned Development Area No. 1 presented at a public hearing duly held in the Board Room of the Authority on August 5, 1982, said Parcel being bounded generally by St. James Avenue, Clarendon Street, Stuart Street, and a line parallel to the easterly line of Clarendon Street and lying 287.2 feet easterly thereof, the Boston Redevelopment Authority, after consideration of the evidence presented at that hearing, finds that said Amendment:

- (1) Conforms to the General Plan of the City of Boston as a whole; and
- (2) Contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and

FURTHER

VOTED: That pursuant to the provisions of Article 3, Section 1A, of the Zoning Code of the City of Boston as amended, the Boston Redevelopment Authority hereby approves the

"Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1", dated August 5, 1982/Approved August 5, 1982", which Amendment consists of a written document of that title and plans incorporated therein; and

FURTHER

VOTED: That the Boston Redevelopment Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for approval of the "Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1", and authorizes the Director to certify in the name of the Authority that plans submitted to the Building Commissioner in connection with said Amendment are in conformity with the Amendment.

The aforementioned Amendment to the Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1 is filed in the Document Book of the Authority as Document No. 4214.

On motion duly made and seconded, it was unanimously

VOTED: As a result of a discussion concerning the need for the physical upgrading and improvements to the present Copley Square Park, the Authority recognizes John Hancock's commitment to participate in discussions with the City of Boston, the Boston Redevelopment Authority, abutters, and all others who have an interest in the improvement and development of Copley Square.

The minutes of the meeting of July 15, 1982 were read by the Secretary.

On motion duly made and seconded, it was

VOTED: To approve the minutes as read.

Mr. Walsh and Mr. McDermott voted "Present".

RECEIVED

SEP 14 1982

MAYOR'S OFFICE

Amendment to Development Plan for
Planned Development Areas No. 1 and No. 2
with respect to Parcel 2 in
Planned Development Area No. 1
Boston Redevelopment Authority
John Hancock Mutual Life Insurance Company,
Developer

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

VOTED: That the Zoning Commission of the City of Boston, acting under the provisions of Chapter 665 of the Acts of 1956 as amended and under Section 3-1A of the Boston Zoning Code, after due report, notice and hearing, does hereby approve the "Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1 / St. James Avenue, Clarendon Street and Stuart Street / John Hancock Mutual Life Insurance Company, Developer", dated August 5, 1982, and approved by the Boston Redevelopment Authority on that date, said Development Plan having been originally approved by said Authority on July 11, 1968; and said Commission hereby reaffirms its designation, by Map Amendment No. 49 effective on July 23, 1968, of said Planned Development Areas, No. 1 as a B-10-D subdistrict and No. 2 as a B-8-D subdistrict, on Map 1 - Boston Proper - of the series of maps entitled "Zoning Districts / City of Boston", dated August 15, 1962.

"Amendment to Development Plan for Planned Development Areas No. 1 and No. 2 with respect to Parcel 2 in Planned Development Area No. 1 / St. James Avenue, Clarendon Street and Stuart Street / John Hancock Mutual Life Insurance Company, Developer", dated August 5, 1982

Richard B. Fowler

Chairman

Richard F. Battles

Vice Chairman

Frederic C. Sander

Thomas Green

Robert T. Quinn

Mervin Rosenberg

William R. McKill

Joseph W. Joyce

Robert R. Mann

T. W. Paul

In Zoning Commission

Adopted September 13, 1982

Attest:

Marguerite Hildebrand
Secretary

Harold A. White
Mayor, City of Boston

Date:

9-17-82

The foregoing vote, with said Amendment to Development Plan, was presented to the Mayor on September 14, 1982, and was signed by him on September 17, 1982, whereupon it became effective on September 17, 1982, in accordance with the provisions of Section 3 of Chapter 665 of the Acts of 1956.

Attest:

Marguerite Hildebrand
Secretary

BOSTON REDEVELOPMENT AUTHORITY

Amendment to

DEVELOPMENT PLAN for PLANNED DEVELOPMENT AREAS NO. 1 and NO. 2

with respect to

Parcel 2 in Planned Development Area No. 1

St. James Avenue, Clarendon Street and Stuart Street

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, DEVELOPER

Public Hearing: August 5, 1982

Approved: August 5, 1982

The "Development Plan for Planned Development Areas No. 1 and No. 2" (originally entitled "Development Controls for Planned Development District #1 in the Back Bay"), approved by the Authority on July 11, 1968, is hereby amended as follows:

By striking out the entire section on Parcel 2, in Planned Development Area No. 1, and inserting in place thereof the following section, in which the description of the boundaries of the parcel remains unchanged.

Parcel 2: Described as being bounded on the northerly, westerly and southerly sides respectively by the

Street, removal or relocation of mechanical penthouses and cooling towers, restoration of sidewalks and landscaping including curbing, paving and landscaping materials, and a new Clarendon Street crosswalk on grade, all as shown on the plans referred to in item 4 below, cleaning of the facades and reglazing of windows; and may include restoration of facade stonework and replacement of window sash and frames; all subject to further design review of details.

3. The location, size, design, colors, materials and illumination of all exterior signs shall be subject to design review.
4. The following plans, by Jung/Brannen Associates, Inc., dated August 5, 1982, are hereby incorporated into this amendment:

Clarendon Building (Clarendon Street Facade)

Berkeley Building Clarendon Building John Hancock Place

Sub-Basement Basement

Main Floor / Site Plan

Second Floor Third Floor

DEVELOPMENT CONTROLS FOR PLANNED DEVELOPMENT DISTRICT #1 IN THE BACK BAY
" PLAN " " AREAS #1 and #2

July 11, 1968

A. Permitted Uses - Existing

No changes are to be made to this structure except for the incorporation of a new entrance on the west side and the necessary refacing of this portion of the building.

Parcel 2: Described as being bounded on the Northerly, Westerly and Southerly sides respectively by the Southerly line of St. James Avenue, the Easterly line of Clarendon Street and the Northerly line of Stuart Street; and on the Easterly side by a line parallel to the Easterly line of Clarendon Street and lying 287.2 feet Easterly thereof. (80,770 square feet)

A. Permitted Uses

The major area shall be devoted to open space generally accessible to the public. A portion shall be developed contiguous to the building on Parcel 1 for cultural and public service facilities such as theaters, art galleries, restaurants, and exhibition space. Office or commercial space accessory to the major use shall be permitted. Sub-basement may be used for storage, retail and public passage.

B. Building Requirements

1. Floor Area Ratio: not applicable.
2. Building Coverage: minimum dimension extending in a westerly direction of 70 feet. Existing sub-basement to remain.
3. Height: maximum height of this structure shall not exceed 120 feet. Maximum height of any building within 100 feet of the intersection of the property lines at St. James Avenue and Clarendon Street shall not exceed 100 feet to height of cornice, and 120 feet to height of top of roof.
4. Setback: the new building on this site shall not be set back beyond the face of the existing Berkeley Building along either St. James Avenue or Stuart Street.
5. Building Envelope: provision shall be made for public access through the new structure into the main corridor of the existing building on Parcel 1.
6. Parking: no parking shall be permitted on this site.
7. Access: curb cuts, if any, shall be limited to St. James Avenue and Stuart Street and must be located more than 50 feet from the corners of Clarendon Street, and shall be limited further to those necessary to meet the loading provision outlined in requirement #8 below.
8. Off Street Loading: loading to meet zoning requirements shall either be provided from the existing Berkeley Building facility on St. James Avenue or through a new facility accessible from Stuart or St. James.

Parcel 2 - continued

B. Building Requirements - continued

9. Open Space Treatment: all paving shall be granite, other natural stone or brick. All trees that are planted must be a minimum of 6-inch caliper.
10. Signs: all exterior signs will be subject to design review regarding their location, size, design, illumination, color and materials.

Parcel 3: Described as being bounded by the Southerly line of St. James Avenue, the Easterly line of Trinity Place, the Northerly line of Stuart Street and the Westerly line of Clarendon Street.
(73,547 square feet)

A. Permitted Uses

Principal use for this site shall be general office space.

B. Building Requirements

1. Floor Area Ratio: not to exceed 25 as defined by the Boston Zoning Code.
2. Building Coverage: not to exceed 50,000 square feet.
3. Height: not to exceed 800 feet.
4. Setback: no setback permitted along Trinity Place. The major surface of the building shall not be set back more than 16 feet from the property line along St. James Avenue for a distance of at least 100 feet from Trinity Place. Setback of the major surface shall not exceed 31 feet from the Stuart Street property line along its entire length.
5. Building Envelope: not applicable.
6. Parking: no parking required; parking permitted within the building only.
7. Access: vehicular access for parking and loading shall be from Trinity Place and must be more than 50 feet in from the intersection of Trinity and Stuart and Trinity and St. James. Curb cut for pedestrian drop-off shall be permitted only on Clarendon Street and must be a minimum distance of 30 feet from St. James Avenue and 60 feet from Stuart Street.
8. Off Street Loading: all loading and unloading shall be within the building. A minimum of eight (8) loading bays are required.
9. Open Space Treatment; all paving shall be granite, other natural stone or brick. All trees that are planted must be a minimum of 6-inch caliper.
10. Signs: all exterior signs will be subject to design review regarding their location, size, design, illumination, color and materials.

Parcel 4: Described as being bounded by the Northerly boundary line of the Massachusetts Turnpike Extension, the Westerly line of Trinity Place, the Southerly property line of all properties fronting on Stuart Street between Clarendon Street and Trinity Place, and the Westerly line of Clarendon Street. (Approximately 25,600 square feet)

A. Permitted Uses

This parcel shall be devoted to private, public or semi-public uses with the principal use for a parking garage.

B. Building Requirements

1. Floor Area Ratio: not to exceed 8.
2. Building Coverage: not applicable.
3. Height: not more than 100 feet above Clarendon Street.
4. Setback: not applicable.
5. Building Envelope: provision must be made for passage of a roadway, public or accessible to the public, along the southerly boundary of this property to interconnect Clarendon Street and Trinity Place. It must be at least 24 feet wide between curbs and must have a minimum vertical clearance of 16 feet.
6. Parking: no open parking permitted.
7. Access: auto access shall be from Clarendon Street, Dartmouth Street, Trinity Place, and the proposed new roadway at the southerly boundary of the property as described in requirement #5 above, and shall be in conformity with good traffic engineering practices.
8. Off Street Loading: not applicable.
9. Open Space Treatment: all paving in pedestrian areas shall be concrete, natural stone or brick. All trees that are planted must be a minimum of 6-inch caliper.
10. Signs: all exterior signs will be subject to design review regarding their location, size, design, illumination, color and materials.

6

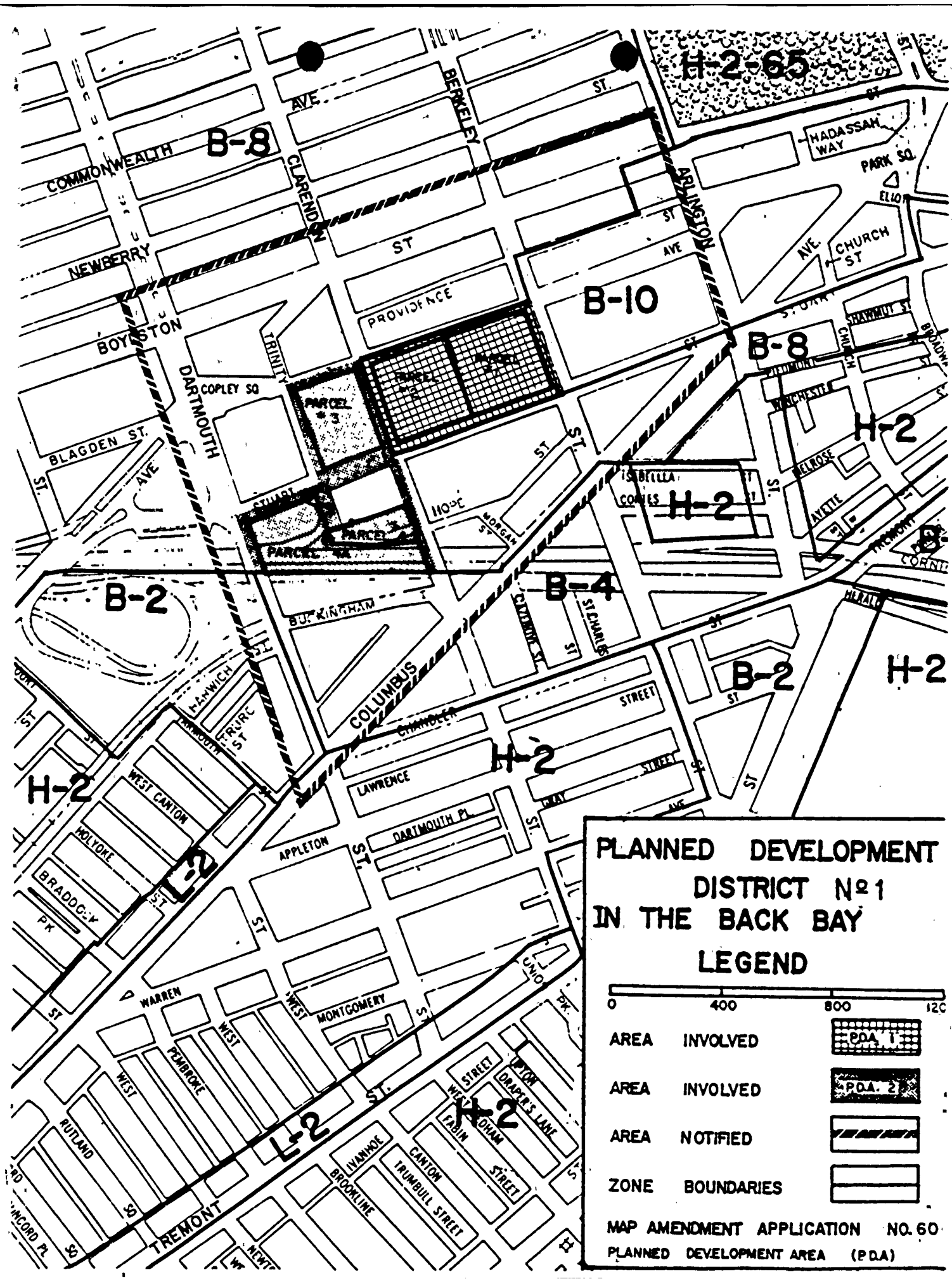
Parcel 4A: Property owned by the Massachusetts Turnpike Authority. Described (as shown on the parcel plan) as bounded by the Westerly line of Clarendon Street, the Northerly boundary line of the Massachusetts Turnpike Extension, the Westerly line of Trinity Place, the Southerly line of Stuart Street, the Easterly line of Dartmouth Street, and a line generally parallel to and ten (10) feet South of the retaining wall of the Southerly edge of the Massachusetts Turnpike Extension. (Approximately 99,600 square feet).

A. Permitted Uses

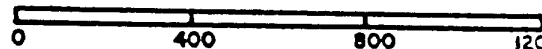
This parcel shall be devoted to private, public or semi-public uses with the principal use for a parking garage. First floor commercial is required along the Clarendon and Dartmouth Street frontages.

B. Building Requirements

1. Floor Area Ratio: not to exceed 8.
2. Building Coverage: not applicable.
3. Height: not more than 100 feet above Clarendon Street.
4. Setback: maximum setback allowed along both Clarendon and Dartmouth Streets is ten (10) feet.
5. Building Envelope: provision must be made for pedestrian arcades with a minimum width of 15 feet and a minimum height of 10 feet along both Clarendon and Dartmouth Streets. Provision shall be made for public pedestrian access through the first floor of the garage in a north-south direction connecting the westerly sidewalk of Trinity Place with the Back Bay Station. This passage will be a minimum of 15 feet in width.
6. Parking: first floor parking is permitted, provided it is concealed within the building.
7. Access: auto access shall be from Clarendon Street, Dartmouth Street, Trinity Place, and the proposed new roadway at the northerly boundary of the property and shall be in conformity with good traffic engineering practices.
8. Off Street Loading: all loading and unloading shall be within the building. A minimum of one (1) loading bay is required.
9. Open Space Treatment: all paving shall be concrete, other natural stone or brick. All trees that are planted must be a minimum of 6-inch caliper.
10. Signs: all exterior signs will be subject to design review regarding their location, size, design, illumination, color and materials.



**PLANNED DEVELOPMENT
DISTRICT No 1
IN THE BACK BAY
LEGEND**



AREA INVOLVED	
AREA INVOLVED	
AREA NOTIFIED	
ZONE BOUNDARIES	

MAP AMENDMENT APPLICATION NO. 60
PLANNED DEVELOPMENT AREA (PDA)

7/11/68

~~VOTED: that within 60 days, the Executive Director compile and present to this Board a complete list of all claims outstanding more than 60 days together with reasons for delay in payment on each of these outstanding claims.~~

At this point the meeting recessed to conduct a Public Hearing on Planned Development District #1 in the Back Bay.

On the resumption of the regular meeting, copies of a memorandum dated July 11, 1968 were distributed re Re-vote on Planned Development District #1 in the Back Bay, attached to which were copies of three (3) proposed votes, a set of Development Controls for Planned Development District #1 in the Back Bay dated July 11, 1968; a copy of a map indicating the location of the area, and Notice of Public Hearing published in the Herald Traveler on July 5, 1968:

On motion duly made and seconded, it was unanimously

VOTED: that there be and hereby is made a part of the minutes of this meeting a Development Plan for the following Planned Development Areas:

Planned Development Area #1:

Described as being bounded as follows: Northerly by St. James Avenue, Easterly by Berkeley Street, Southerly by Stuart Street, and Westerly by Clarendon Street.

Planned Development Area #2

Described as being bounded as follows: Westerly by Dartmouth Street, Northerly by Stuart Street, Westerly by Trinity Place, Northerly by St. James Avenue, Easterly by Clarendon Street, and Southerly by a line parallel to and ten (10) feet Southerly of the Southerly face of the Southerly retaining wall of the Massachusetts Turnpike Extension; exclusive of all estates abutting the Southerly side line of Stuart Street between Clarendon Street and Trinity Place, and further

VOTED: that after consideration of the evidence presented at a Public Hearing duly held at the offices of the Authority, 73 Tremont, Boston, Massachusetts, on Thursday, July 11, 1968, it be and hereby is found that:

- (1) The said Plan, made a part of the minutes of this meeting, conforms to the General Plan for the City of Boston as a whole:
- (2) Nothing in the said Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare:
- (3) The said Plan does adequately and sufficiently satisfy all other criteria and specifications as set forth by the Zoning Commission for Planned Development Areas in the City of Boston, and further

VOTED: Pursuant to the provisions of the Boston Zoning Code, as amended by Text Amendment No. 11, adopted by the Zoning Commission on July 2, 1968, and approved by the Mayor the same day, the Boston Redevelopment Authority hereby approves the Development Plan, made a part of the minutes of this meeting, and directs the Development Administrator to transmit the same to the Zoning Commission of the City of Boston for its consideration and the Development Administrator be and hereby is authorized and directed, in the name and behalf of the Authority, to petition the Zoning Commission to establish Planned Development Areas #1 and #2 in accordance with said Development Plan.

~~Copies of a memorandum dated July 11, 1968 were distributed re South Cove Project Mass. R-22, Supplementary Memo to Recommendation on Development of Parcel C-8, attached to which were copies of a memorandum dated July 11, 1968, a proposed vote, two (2) letters from the Statler-Hilton, dated April 1 and April 22, 1968, and two (2) letters from the Vara Family dated March 22, 1968 and April 23, 1968. This matter had been tabled previously.~~

BOSTON UNIVERSITY
TOTAL PRIVATE VOLUNTARY SUPPORT
FY-1971 to FY-1984

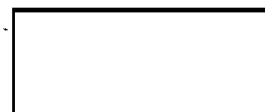
Alumni*	1970-71	1976-77	1977-78	1978-79	1979-80	1980-81	1981-82	1982-83	1983-1984
Individuals	\$ 486,812	\$ 1,218,046	\$ 1,130,151	\$ 992,503	\$ 1,224,251	\$ 1,500,500	\$ 1,813,997	\$ 2,282,152	\$ 2,435,412
Parents	190	11,856	12,649	10,868	10,319	37,875	74,612	141,086	167,691
Faculty	7,619	19,294	23,785	24,721	27,561	29,494	22,423	56,846	110,468
Bequests	80,774	97,742	180,799	275,222	399,291	141,980	399,351	150,126	100,468
Trustees	56,543	257,264	413,343	1,375,668	151,440	188,399	461,615	126,898	895,126
Total Alumni	\$ 631,938	\$ 1,604,202	\$ 1,760,727	\$ 2,678,982	\$ 1,812,862	\$ 1,898,248	\$ 2,771,998	\$ 2,757,108	\$ 3,709,165
Non-Alumni									
Friends	\$ 190,978	\$ 548,570	\$ 523,066	\$ 465,958	\$ 580,969	\$ 1,026,296	\$ 1,381,379	\$ 3,776,858	\$ 1,318,916
Parents	52,642	54,541	45,576	56,568	85,062	80,622	157,290	235,005	228,297
Faculty	7,421	24,218	25,899	28,065	26,930	43,530	27,337	28,350	40,575
Bequests	47,400	82,939	213,918	138,961	143,045	366,857	435,891	217,829	323,236
Trustees	48,858	5,241	8,070	63,370	25,861	36,572	10,653	48,937	15,100
Total Non-Alumni	\$ 347,299	\$ 715,509	\$ 816,529	\$ 752,922	\$ 861,867	\$ 1,553,877	\$ 2,012,550	\$ 4,306,979	\$ 1,926,124
Corporations	\$ 197,072	\$ 235,228	\$ 342,684	\$ 384,953	\$ 522,261	\$ 804,416	\$ 1,121,986	\$ 6,978,588	\$ 5,139,033
Foundations	369,805	280,752	404,220	187,256	230,611	715,265	1,092,131	1,650,022	905,180
Associations**	235,959	46,332	17,094	43,059	117,452	8,561	50,420	38,184	104,246
Religious Organizations	423,108	347,664	347,744	389,448	399,039	380,342	479,146	551,365	576,801
Students	130	281	341	151	190	195	1,760	47	2,264
Subtotal Gifts	\$ 2,205,311	\$ 3,229,968	\$ 3,689,339	\$ 4,436,771	\$ 3,944,282	\$ 5,360,904	\$ 7,529,991	\$ 16,282,293	\$ 12,362,813
Sponsored Income	\$ 826,146	\$ 2,011,322	\$ 1,989,889	\$ 2,204,604	\$ 3,189,651	\$ 2,693,847	\$ 3,946,093	\$ 3,825,860	\$ 4,422,795
Library Materials	---	\$ 394,000	\$ 720,733	\$ 816,600	\$ 696,500	\$ 761,770	\$ 724,945	\$ 959,872	\$ 751,559
TOTAL PRIVATE SUPPORT	\$ 3,031,457	\$ 5,635,290	\$ 6,399,961	\$ 7,457,975	\$ 7,830,434	\$ 8,816,521	\$ 12,201,029	\$ 21,068,025	\$ 17,537,167

* Includes School of Medicine Alumni Association.

** From 1970 to 1976-77, this line includes Boston University Medical Center funds not reflected in other categories, as well as all associations and societies such as the American Bankers Association and the Womens Scholarship Association. Since 7/1/76, B.U.M.C. gifts are distributed by donor category.

SOURCE: Development Office

From B.U. Fact Book



b6
b7c

File - Serial Charge Out
FD-5 (Rev. 6-17-70)

File 1940 450 Date _____
Class. Case No. Last Serial

☐ Pending ☐ Closed

Serial No. Description of Serial Date Charged

10 Permanently charged out 11/20/86
11 to 1940-420 //

Employee

RECHARGE

Date _____

To _____ From _____

Initials of Clerk { _____

Date { _____

Date charged

Employee

Location

File - Serial Charge Out
FD-5 (Rev. 6-17-70)

File 1940 450 Date _____
Class. Case No. Last Serial

☐ Pending ☐ Closed

Serial No. Description of Serial Date Charged

9 Permanently charged out 2/24/87
To 1940-420-Sub Q

Employee

RECHARGE

Date _____

To _____ From _____

Initials of Clerk {

Date {

Date charged

Employee

Location

File - Serial Charge Out
FD-5 (Rev. 6-17-70)

File 194U 450 Date _____
Class. Case No. Last Serial

☐ Pending ☐ Closed

Serial No. Description of Serial Date Charged

7 Permenantly Charged Out 11/20/86
To 194U - 420
8 Permenantly Charged Out 11/20/86
To 194U - 420

Employee _____

RECHARGE

Date _____

To _____ From _____

Initials of Clerk { _____

Date { _____

Date charged _____

Employee _____

Location _____

AIRTEL

11/7/86

TO : SAC, MIAMI
FROM : SAC, BOSTON (194C-450)
SUBJECT: KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE BOSTON
REDEVELOPMENT AUTHORITY;
HOBBS ACT - CPO;
EXTORTION - MAIL FRAUD

Enclosed for the Miami Division are the original and one copy of a Federal Grand Jury subpoena from the District of Massachusetts, Boston, Massachusetts. The subpoena is to be served on [REDACTED]

b3
b6
b7C

Boston is currently conducting a corruption investigation regarding [REDACTED]'s dealings with the Boston Redevelopment Authority, Boston City Hall, Boston, Massachusetts.

b6
b7C

LEAD

MIAMI

AT BOCA RATON, FLORIDA

Will serve enclosed subpoena.

2-Miami (Encls.)
2-Boston
UJL/dac
(4)



194C-450-12
SEARCHED _____
SERIALIZED EP
INDEXED _____
FILED EP

Memorandum



To : SAC, Boston 194C-450

Date 11/12/86

From : SA [redacted]

C-1

b6
b7C

Subject : Kevin H. White, Former Mayor, City of Boston;
Corruption Within The Boston Redevelopment
Authority; Hobbs Act - CPD et al.

Attached hereto is an outline of
current and proposed development
projects in the City of Boston.

✓ Index
all pages

194-C-450-Main

194C-450-13
SEARCHED _____
SERIALIZED EP
INDEXED EP
FILED EP

dm

THE GROWTH

\$3 billion in projects changing the cityscape

BY ANTHONY J. YUDIS

Boston public officials, preservationists, city planners and civic groups currently are locked in a debate over how to plan the future of Boston's physical form. But even as this continues, parts of the city are changing as a result of plan approvals given during the past two years by the administration of former mayor Kevin H. White. Today, on scattered locations around the city, hundreds of construction workers are building approximately 10 steel, brick and concrete structures that will play their part in altering a skyline that has been constantly changing and growing for the past 25 years.

And in the offices of the Boston Redevelopment Authority, the city's planning and development agency, proposals are being studied for a variety of new structures, many expected to enter the ground-breaking stage in the next two years.

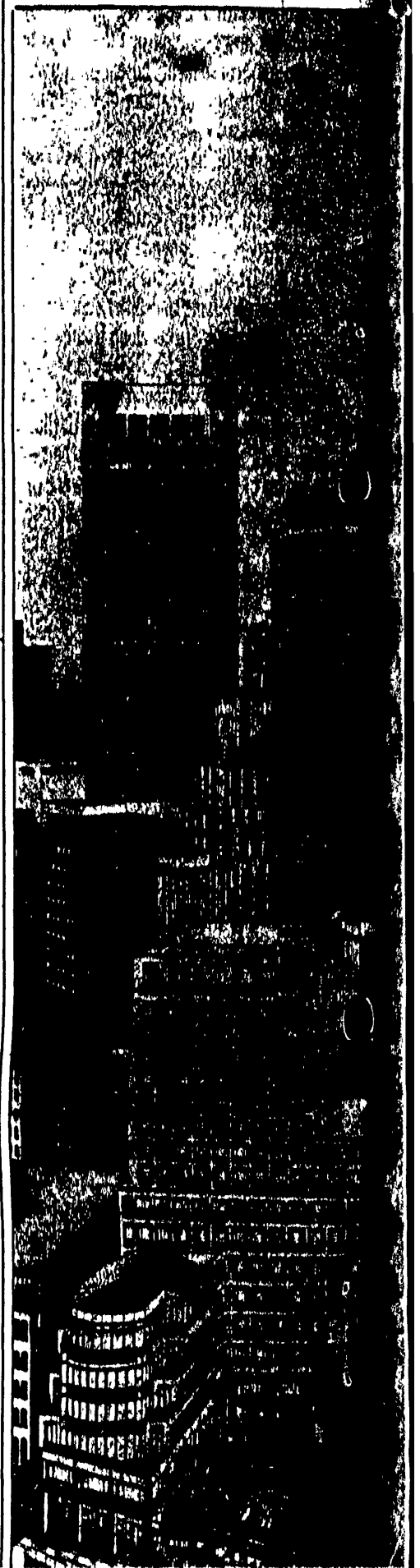
Proposals flowing through the development pipeline range in size from a \$7-million, eight-story apartment building suggested for the section of the theater district near Charles Playhouse to a \$400-million hotel-condominium-restaurant complex proposed for a collection of decrepit piers along the Fort Point Channel.

The value of projects nearing completion, in the planning stages or recently proposed, approaches \$3 billion — which is more than 20

Coyle. The plan, perhaps eventually including some projects already underway, does not halt private development but emphasizes a strong city policy to maintain waterfront edges as public space.

The proposals that seem virtually assured of being built include:

- At least four massive "superblock" projects are being built. Each will include a variety of uses within its walls; each is expected to become a separate enclave with its own identity within its neighborhood. They are Copley Place in the Back Bay, Lafayette Place in Downtown Crossing, International Place in the Fort Hill financial district and Rows and Fosters Wharves on the Atlantic Avenue waterfront.



Designers and developers currently are locked in a debate over how to plan the future of Boston's physical form. But even as this continues, parts of the city are changing as a result of plan approvals given during the past two years by the administration of former mayor Kevin H. White. Today, on scattered locations around the city, hundreds of construction workers are building approximately 10 steel, brick and concrete structures that will play their part in altering a skyline that has been constantly

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The value of projects nearing completion, in the planning stages or recently proposed, approaches \$3 billion — which is more than 20 percent of the city's total taxable property valuation of \$14.4 billion recorded in January. (Approximately 50 percent of the city's property is tax exempt; its value is approximately \$3.5 billion, or 24 percent of the taxable property valuation.)

The \$3 billion figure covers projects, itemized on the following pages, through 1987. But there could be many more. BRA's most recent data projects an additional \$6 billion in public and private city-wide development investment potential through 1990.

Part of this long-range potential is an updated, ambitious plan for the waterfront, called Harborpark, with a possible \$3 billion price tag. It was announced last month by Mayor Raymond Flynn and his BRA director Stephen F.

Anthony Yudis of The Globe writes on real estate and on planning and development issues.

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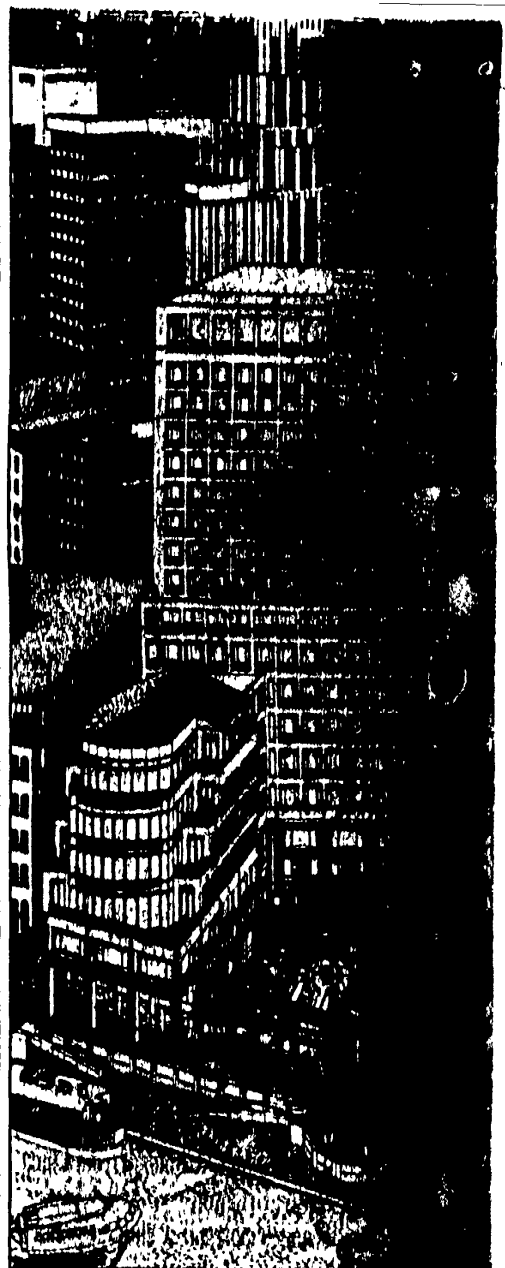
- At least four massive "superblock" projects are being built. Each will include a variety of uses within its walls; each is expected to become a separate enclave with its own identity within its neighborhood. They are Copley Place in the Back Bay, Lafayette Place in Downtown Crossing, International Place in the Fort Hill financial district and Rows and Fosters Wharves on the Atlantic Avenue waterfront.

Still another could be a major addition to the Prudential Center in the Back Bay that would more than double the insurance company's \$150 million building investment here. Architects and planners are currently working on a redesign of the total mixed-use center.

- New hotels: in Park Plaza (formerly Park Square); in Copley Square (as part of Copley Place); in Allston, in the Haymarket Square section of the Government Center; in Fort Point Channel and on the waterfront (as part of the mixed-use Rows Wharf development). In all, about 3500 new rooms will be created.

- New townhouse condominiums: in Charlestown and in the Charlestown Navy Yard; and high-rise luxury condominiums in Park Plaza, overlooking the Public Garden.

- Subsidized apartments for the elderly: some in a recycled school in Charlestown; others in a 17-story building in Washington Park section of Roxbury.



1 Rows, Fosters Wharves

Location: Atlantic Avenue waterfront.

Size: 4 buildings totaling 665,000 square feet of space, ranging in height from 2 to 16 stories.

Architect: Skidmore, Owings & Merrill, Boston.

Developer: The Beacon Companies, Boston.

Status: Under design review by BRA, construction start scheduled for this year.

Cost: \$150 million.

Proposed are: 165 condominiums, 200-room hotel, 265,000 square feet of office and 100,000 square feet of retail space, health club, terminal pavilion, with 40-50 slips, and parking space for 700 cars; two-thirds of 5.3-acre site open to public use. Grand entrance to one of walkways to water will be 6 stories high.

THE BUILDING BOOM

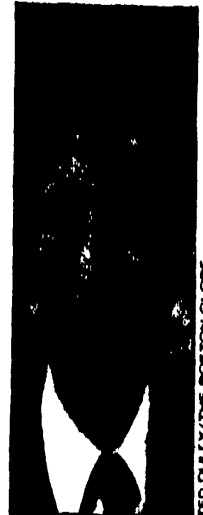
Developers cite job, tax benefits

Among the most forceful speakers at the Boston Conference were four major developers planning and building high- and mid-rise projects downtown and in the Back Bay.

Developers Kenneth Himmel, Mortimer Zuckerman, Edwin Sidman and Donald Chiofaro defended their past projects and those proposed, or argued generally for the benefits of downtown development.

Chiofaro, whose company proposes to build International Place, a massive, \$326-million, 2.5-acre project, including two round towers, in the Fort Hill Square area near the financial district, called the present use of the space "a terrible waste of an urban asset — a garage that doesn't work, a ramp that cuts off the Custom House district, and another acre of urban decay right on the edge of the financial district." But when the 1.7-million-square-foot International Place is finished, Chiofaro said, "Fort Hill Square will once again be part of our city."

Kenneth Himmel, representing Urban Investment and Development Corporation, developer of Copley Place, defended the citizen-review and participation process that went into that \$540-million project. "I would take exception to anyone who believes Copley Place didn't involve intense, comprehensive, personal citizen

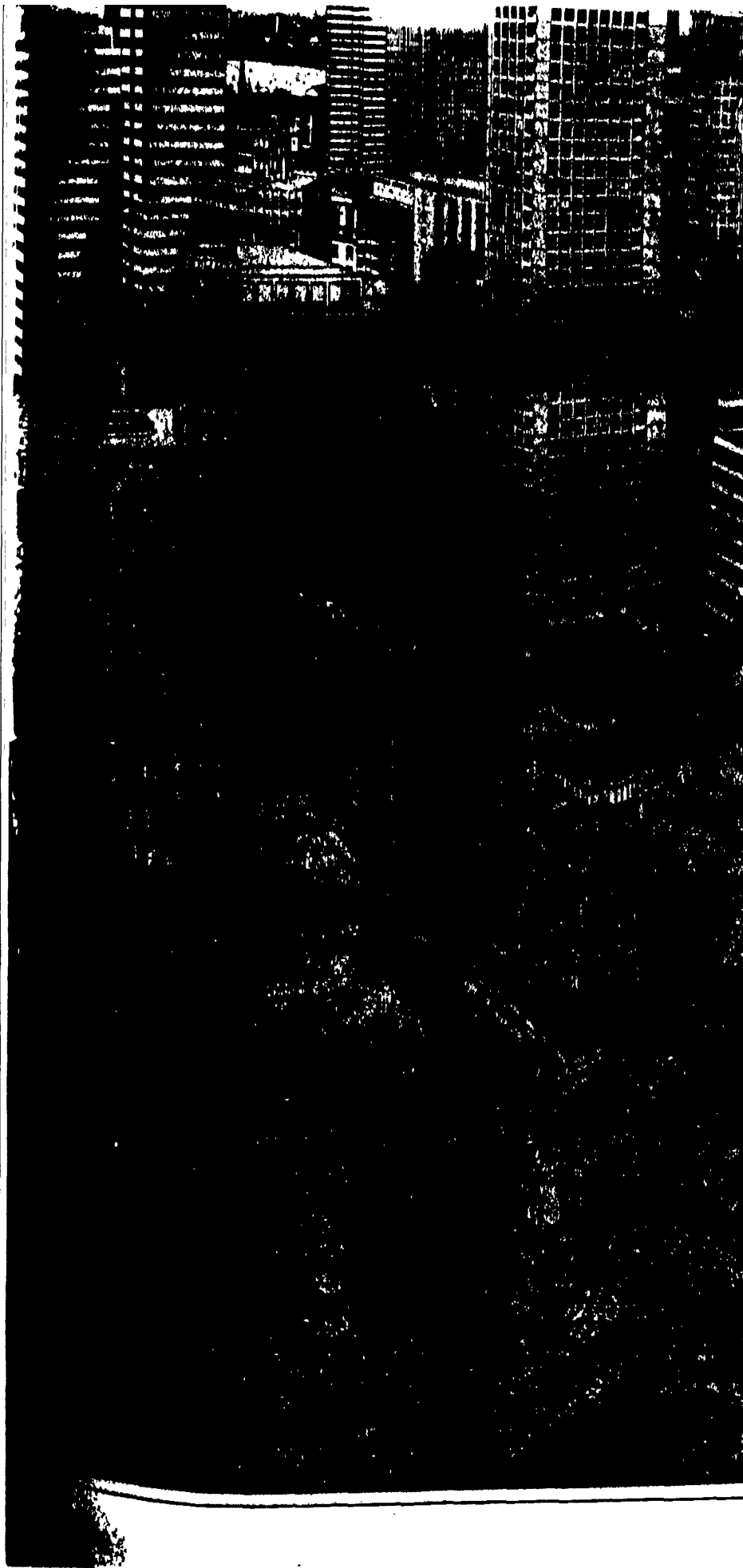


Developer Kenneth Himmel: "There are 6000 more permanent jobs as a result of Copley Place being here than when we started."



Mortimer Zuckerman called for a balance between Boston's history and collective memory ... and its "present requirements of space and scale."

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"If we've done anything, it's deal with the question of job creation. There are 6000 more permanent jobs as a result of Copley Place being here than when we started."

Himmel predicted Copley Place would come to be viewed as "one of the greatest assets that has ever been developed in this city's history."

Edwin Sidman of the Beacon Companies, builder of One Post Office Square, said growth has to occur within the context of an overall plan: "We need a strategy," he said, "that will permit ongoing development without doing vio-



Developer Kenneth Himmel: "There are 6000 more permanent jobs as a result of Copley Place being here than when we started."



Mortimer Zuckerman called for a balance between Boston's history and collective memory ... and its "present requirements of space and scale."

lence to the fabric of the city. Individual project review, within the context of a master plan, can yield superior results."

Mortimer Zuckerman, builder of the Long Wharf Marriott Hotel and publisher of the *Atlantic Monthly*, gave a peroration about economic realities in a modern city. Zuckerman said, "A balance must be struck" between the city's history and collective memory, on the one hand, and its "present requirements of space and scale," on the other. He said, "You have to accommodate major units of economic activity, whether it be retailing, office use or hotels."

— D. M.; from the Boston Conference.

Tracking the growth

Boston's new generation of development is under way. Shown here are the locations of the 22 most significant developments, some nearing completion, others under construction, still others in the planning stage. The financial and retail districts, the waterfront, the South Station area and the Back Bay all will be involved. Profiles of the projects are numbered according to their anticipated visibility and impact on the city. These projects and 25 others are detailed on the following pages. A map on page 27 specifies their locations.

— A. J. Y.

South End
Technology
Square

Transportation
Center, hotel,
office

One
Financial
Center

Revere, Foster
Wharves

International
Place

Office
building,
Summer
Street

Franklin
Place

Copley Place

Lafayette
Place

Federal
Street
office
building

Four Seasons
condominium

Marriott
Hotel

Marriott
Hotel





THE GROWTH

● Office structures: ranging in size from 10 to 46 stories, as well as the conversion of dozens of old, industrial-warehouse and loft buildings in the North Station and Fort Point Channel area into high-rent offices.

● Institutional buildings: A \$150-million building expansion and replacement project for the Massachusetts General Hospital; also a 17-story jail to replace the old Charles Street jail, on the present site.

● Parks and open spaces: from brick-paved pedestrian walkways along narrow and historic alleyways within the Blackstone Block in Dock Square to larger new parks or squares planned for Long Wharf on the waterfront, in Post Office Square and Copley Square.

The recently announced Harborpark plan has, as one of its major goals, development of a seven-mile uninterrupted public park strip on the water's edge from the Charlestown Navy Yard, to the North End to the downtown waterfront and to Fort Point Channel. It also envisions 8000 waterfront housing units.

The state, through the MBTA and the transportation department, is generating future development opportunities for the city:

● The depression of the Central Artery, which, if realized, would open the way to a dramatic transformation of the downtown area, providing 22 acres of prime downtown land for development, and breaking down the isolation of the North End from downtown. Program depends on final federal approval and allocation of funds, not yet received.

● In South Station, the MBTA has begun construction for a major transportation center, putting bus and rail services and a 2000-car garage under one roof. When the center is completed, air rights will be turned over to the BRA, which will oversee the development of another mixed-use superblock, including a hotel, office building and high-tech center.

● Building opportunities which will become available within the state's emerging Southwest Corridor transportation project, one which cuts a swath through the South End, Back Bay, Roxbury and Jamaica Plain.



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- Building opportunities which will become available within the state's emerging Southwest Corridor transportation project, one which cuts a swath through the South End, Back Bay, Roxbury and Jamaica Plain.

The Massachusetts Port Authority is putting some of its underutilized land holdings in Boston into new job- and revenue-producing uses. This Authority has:

- Awarded a long-term lease on its Commonwealth Pier property in Fort Point Channel to private investors who are planning to recycle the terminal building into a merchandise mart for the high-tech industry.

- Awarded a long-term lease for land on Bird Island Flats at Logan Airport to developers who are constructing the Massachusetts Technology Center.

- Entered into agreements with the Boston Redevelopment Authority to jointly formulate master plans to use five old MPA-owned East Boston industrial piers for park, recreational, housing and commercial purposes.

- Leased the old Hoosac Pier terminal in Charlestown to developers who are now building an office and restaurant complex and public walkways along the pier.

Information on projects detailed here was current at mid-October press time.

TEO DAILY

THE BOSTON GLOBE, NOVEMBER 11, 1984

THE BOSTON GLOBE, NOVEMBER 11, 1984



2 Transportation Center complex

Location: South Station.

Size: Bus, rail, garage transportation facility, and one million square feet of private development on air rights over transportation center.

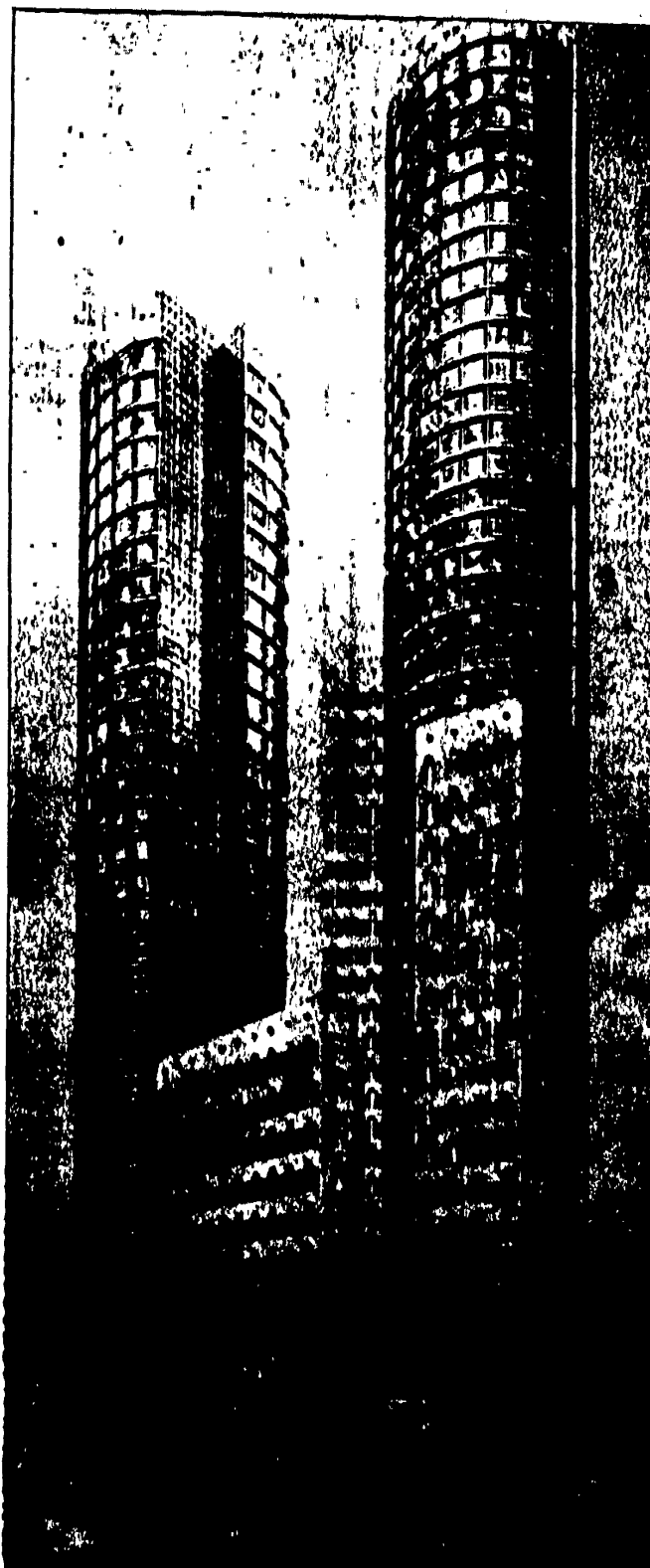
Architect: Architects and engineers who worked on total concept over the years included DeLeuw, Cather/Parsons, Skidmore, Owings & Merrill, Stubbins Associates, Castro Blanco, The Architects Collaborative, Howard Needles Tammen and Bergendoff, and WZMH Group.

Developer: MBTA and BRA.

Status: Work under way on transportation center which will take about one year to complete.

Cost: \$200 million.

MBTA will build transportation center, including bus terminals for intercity routes, rail lines and 1700-car garage. BRA will develop on top of this a 12-story, 400,000-square-foot office building, a 600-room hotel and 250,000 square feet of high-tech assembly space. City hopes to attract some high-tech industries here.



3 International Place

Location: Oliver, Purchase, High Streets, in Fort Hill section of financial district near Atlantic Avenue waterfront.

Size: Five buildings; 11 to 46 stories in height; totaling 1.8 million square feet of space.

Architect: Philip Johnson and John Burgee, New York City.

Developer: The Chiofalo Co., Boston, and The Man Co., Pittsburgh.

Status: Under design review by city and state and awaiting final developer designation by BRA.

Cost: \$326 million.

The project includes two circular towers, 35 and 46 stories high, and three rectangular buildings, 11, 19 and 27 stories high, that are situated on a 2.6-acre site. Plans call for a glass-covered, 3-story courtyard of 25,000 square feet on the ground level for shops, restaurants and courtyard cafes. Fort Hill Square garage on High Street will be sold by the city to the developer, who will demolish the garage and incorporate the site in proposed construction.

4 Lafayette Place multi-use project

Location: Downtown Crossing, adjacent to Jordan Marsh at Washington and Chauncy Streets and new Avenue de Lafayette.

Size: 3.165 acres;

The project includes a two-level retail shopping mall, a 22-story, 604-room hotel and a 1000-car, three-level underground garage. Develop-

5 Copley Place multi-use project

Location: Near Copley Square, bounded by Dartmouth and Harcourt Streets and Huntington Avenue and Southwest Corridor Amtrak and

one million square feet of private development on air rights over transportation center.

Architect: Architects and engineers who worked on total concept over the years included DeLeuw, Cather/Parsons; Skidmore, Owings & Merrill; Stubbins Associates, Castro Blanco, The Architects Collaborative, Howard Needles Tammen and Bergendoff, and WZMH Group.

Developer: MBTA and BRA.

Status: Work under way on transportation center which will take about one year to complete.

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Post Office Square park, garage

Location: Post Office Square.

Size: 1.5 acres.

Architect: Skidmore, Owings & Merrill of Boston worked on preliminary concept submitted to city.

Developer: Post Office Square Development Corp., nonprofit group of businessmen in Post Office Square area.

Status: Under study, group designated tentative developer by BRA.

Cost: \$47.3 million.

This plan calls for demolishing the Post Office Square garage, building a six-level, underground garage for 1400 cars and designing a 1½-acre park on top in the center of the financial district. The park would include a fountain, trees and pedestrian walks.

Lafayette Place multi-use project

Location: Downtown Crossing, adjacent to Jordan Marsh at Washington and Chauncy Streets and new Avenue de Lafayette.

Size: 3.165 acres; 300,000 square feet of space.

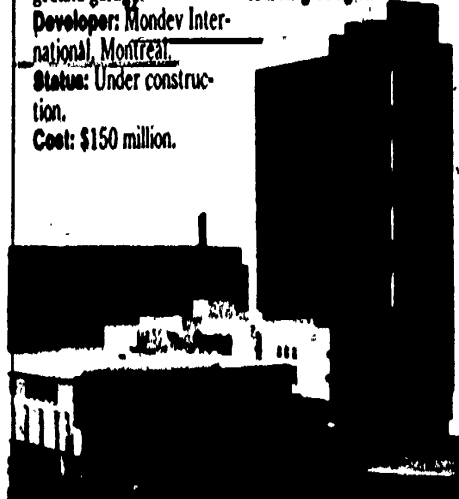
Architect: Mitchell/Giurgola Architects, Philadelphia, designers for the retail and hotel phase, and John Carl Warnecke & Associates, San Francisco, designers of the underground garage.

Developer: Mondev International, Montreal.

Status: Under construction.

Cost: \$150 million.

The project includes a two-level retail shopping mall, a 22-story, 584-room hotel and a 1000-car, three-level underground garage. Developers anticipate having 200 retail shops and restaurants. Inter-Continental Hotel chain, based in New York, was originally scheduled to be the hotel operator, but it has since pulled out of the project. A replacement is being sought.



Copley Place multi-use project

Location: Near Copley Square, bounded by Dartmouth and Harcourt Streets and Huntington Avenue and Southwest Corridor Amtrack and MBTA commuter rail line roadbed.

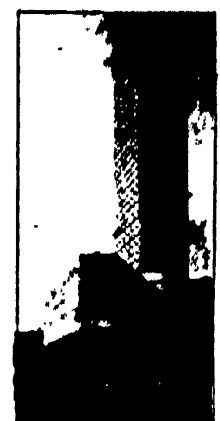
Size: 9½-acre site, 3.4 million square feet of building space.

Architect: The Architects Collaborative, Cambridge, for retail, office and Westin Hotel designs; The Stubbins Associates, Cambridge, for Marriott Hotel design, and Vitols Associates, Boston, for apartment building.

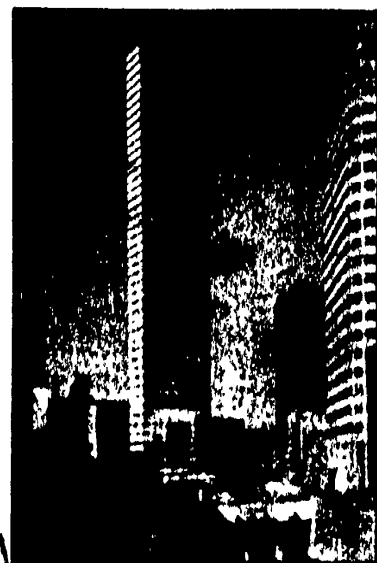
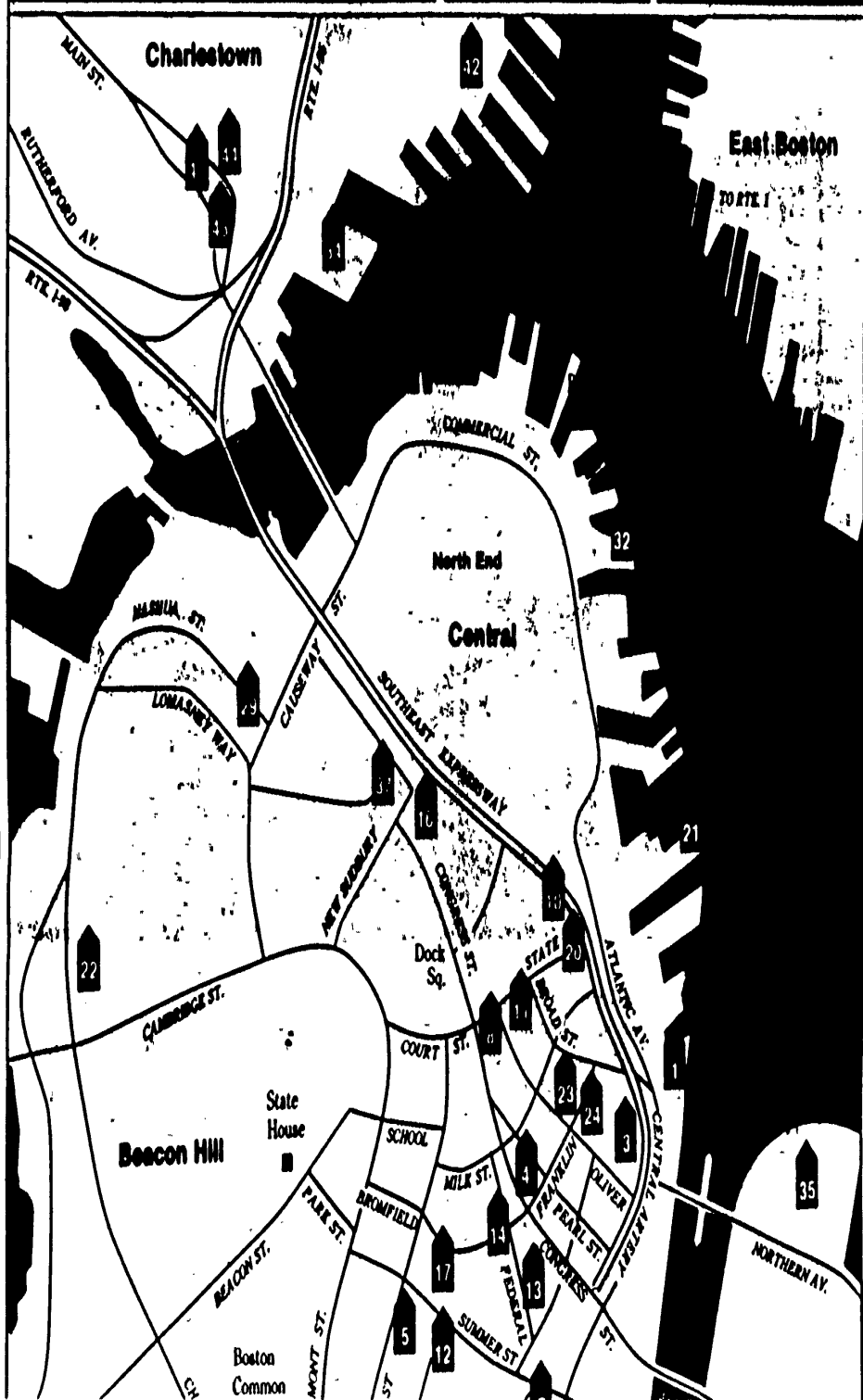
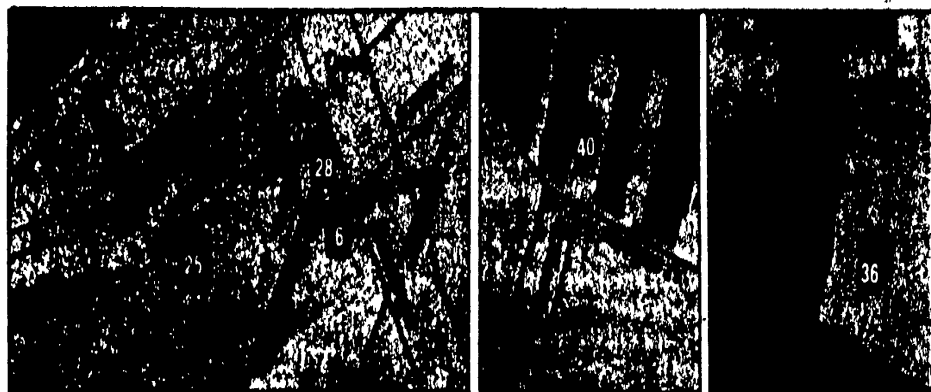
Developer: Urban Investment and Development Co., Chicago.

Status: Most of project now open, apartment phase and some office interiors still under construction.

Cost: \$500 million.



The project contains about 385,000 square feet of retail space, including the 100,000 square foot Neiman-Marcus department store; a 38-story, 804-room Westin hotel; a 38-story, 1008-room, Marriott hotel; four, seven-story office buildings totaling 845,000 square feet of space; a 1432-car garage and a 100-unit, nine-story apartment house.



1 One Financial Center

Location: Bounded by Atlantic Avenue, Summer, Essex and South Streets, Dewey Square, South Station.

Size: 45-stories, 1.25 million square feet of space.

Architect: Pietro Belluschi, Inc. and Jung/Brannen Associates, Inc., both of Boston.

Developer: Rose Associates and Metropolitan Life Insurance Co., both of New York City.

Status: Building completed, interior construction nearing completion.

Cost: \$100 million.

A six-sided building with a six-story, glass-entrance gallery and two basement-level garage floors for 120 cars. The gallery will house retail stores, a restaurant and cocktail lounge. When it is fully occupied the developers anticipate 6200 people working in the structure.

3 Exchange Place

Location: 53 State St., between Kilby, Congress Streets.

Size: 40-story glass tower, 1 million square feet of office space.

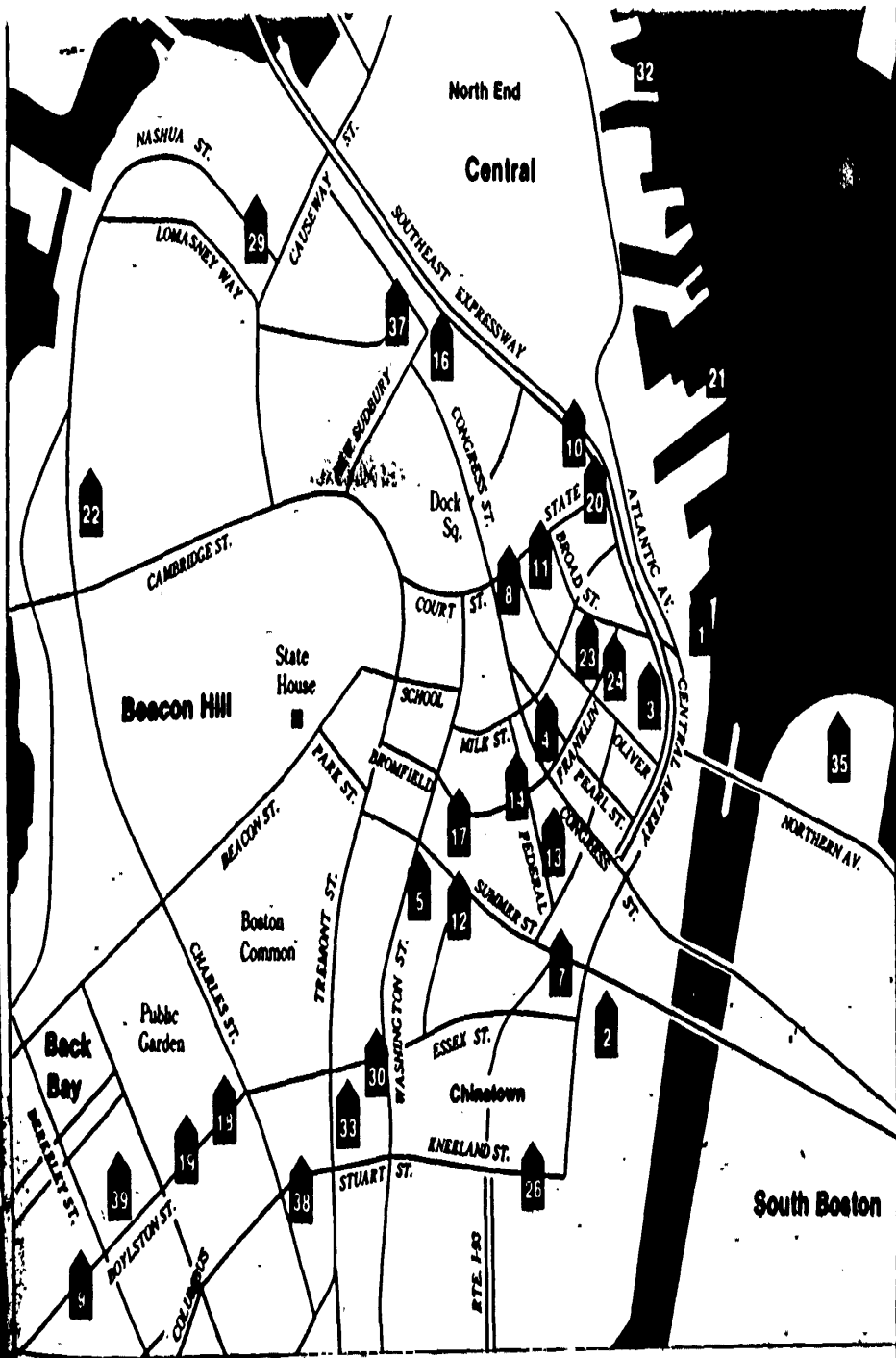
Architect: WZMH Group, Boston.

Developer: Olympia & York Co., Toronto.

Status: Nearing completion.

Cost: \$100 million.

The tower is held to the existing 11-story building at 53 State Street which housed the Boston Stock Exchange for many years. The old pink granite building facade was restored and connected to the new tower with a five-story glass atrium.



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Architect: Pietro Belluschi Inc. and Jung/Brannen Associates Inc., both of Boston.
Developer: Rose Associates and Metropolitan Life Insurance Co., both of New York City.
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Cost: \$100 million.

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Size: 40-story glass tower, 1 million square feet of office space.
Architect: WZMH Group, Boston.
Developer: Olympia & York Co., Toronto.
Status: Nearing completion.
Cost: \$100 million.

The tower is behind the existing 11-story building at 53 State Street which housed the Boston Stock Exchange for many years. The old pink granite building facade was restored and connected to the new tower with a five-story glass atrium.





9 New England Life block

Location: Boylston, Clarendon, Berkeley Streets, St. James Avenue, Back Bay.

Size: 1.3 million square feet of office space; 100,000 square feet of retail space, underground parking for 100 cars.

Architect: John Burgee, Architect, and Philip Johnson.

Developer: New England Mutual Life Insurance Co. and Gerald D. Rines Interests, Dallas.

Status: Under design review by city and neighborhood Civic Advisory Committee.

Cost: \$288 million.

Development would occupy a full block, with retail space on Boylston Street and twin office towers set back on St. James Avenue, where the city-owned garage would be sold to developers and demolished to make way for new office buildings. The maximum height of the office buildings would be 345 feet, and that of retail buildings along Boylston Street, 90 feet.

10 Marketplace Center

Location: Downtown, between the Public Library and the Essex Street development corridor, which starts at South Station and runs through Essex, Summer, Bedford Streets and through the Washington Street Combat Zone and into the theater district. The address would be 90 Summer Street.

Size: 20-story building, 285,000 square feet of space.

Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Bedford Kingston Realty Trust, Richard H. Rubin, Rockville, Md., general partner.

Status: Under study by BRA.

This is the first project proposed for the Essex Street development corridor, which starts at South Station and runs through Essex, Summer, Bedford Streets and through the Washington Street Combat Zone and into the theater district. The address would be 90 Summer Street.

Size: 20-story building, 285,000 square feet of space.

Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Bedford Kingston Realty Trust, Richard H. Rubin, Rockville, Md., general partner.

Status: Under study by BRA.

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Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Bedford Kingston Realty Trust, Richard H. Rubin, Rockville, Md., general partner.

Status: Under study by BRA.

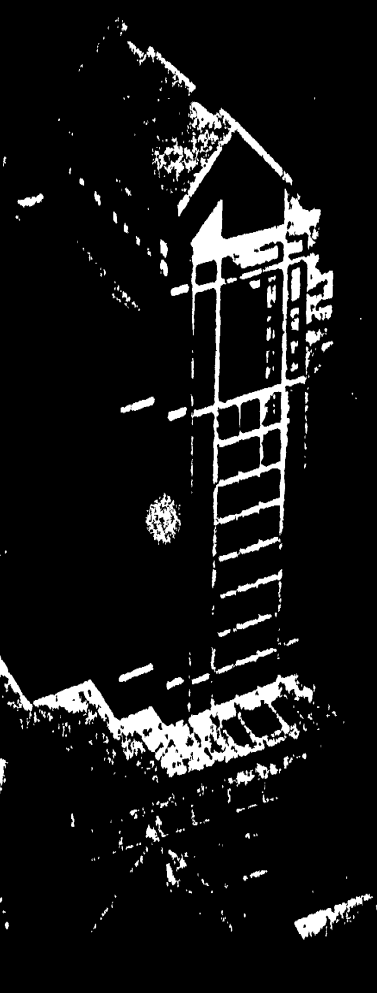
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Size: 20-story building, 285,000 square feet of space.

Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Bedford Kingston Realty Trust, Richard H. Rubin, Rockville, Md., general partner.

Status: Under study by BRA.



12 Office building, Summer Street

Location: Summer, Bedford, Kingston Streets, downtown.

Size: 20-story building, 285,000 square feet of space.

Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Bedford Kingston Realty Trust, Richard H. Rubin, Rockville, Md., general partner.

Status: Under study by BRA.

This is the first project proposed for the Essex Street development corridor, which starts at South Station and runs through Essex, Summer, Bedford Streets and through the Washington Street Combat Zone and into the theater district. The address would be 90 Summer Street.



United Shoe building restoration

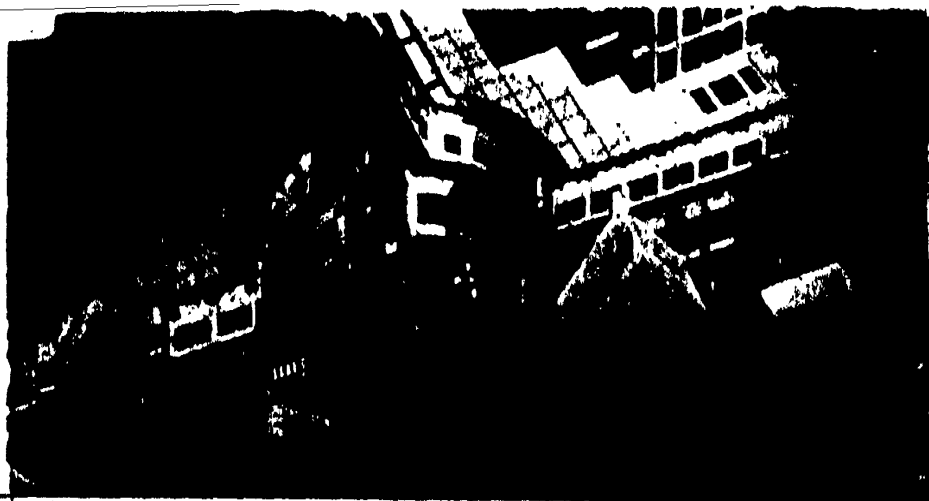
tail space, underground parking for 1000 cars.
Architect: John Burgee, Architect, and Philip Johnson.

Developer: New England Mutual Life Insurance Co. and Gerald D. Hines Interests, Dallas.

Status: Under design review by city and neighborhood Civic Advisory Committee.

Cost: \$288 million.

would be sold to developers and demolished to make way for new office buildings. The maximum height of the office buildings would be 345 feet, and that of retail buildings along Boylston Street, 90 feet.



14 Office and retail complex

Location: State, Kilby Streets, downtown.
Size: 24-story office tower, three-story retail arcade.

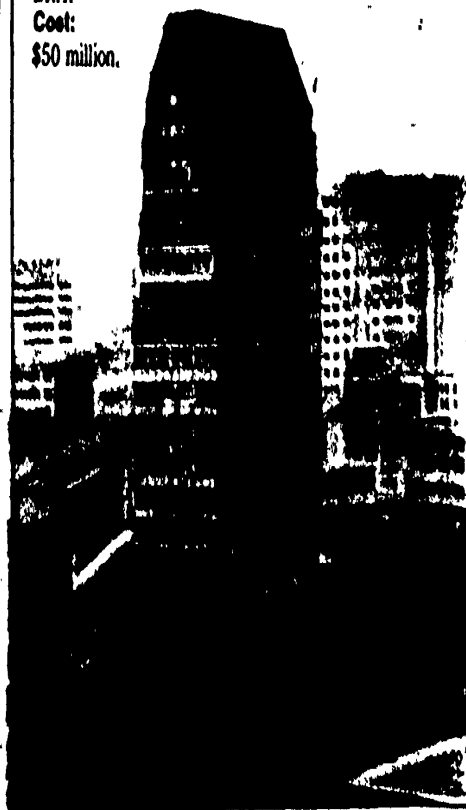
Architect: Graham Gund Associates, Inc., Cambridge.

Developer: Harold Brown, Boston; Graham Gund, Cambridge; Equitable Life Assurance Society, Boston.

Status: Under design study, needs final approval from BRA.

Cost: \$124 million.

The 10-story building at 88 State Street would be demolished and a three-story retail arcade built along State Street, leading to a new office tower behind State Street on the site of the Kilby Street garage, which the city would sell to the developer. The new address would be 99 State Street, and would be next to the new Exchange Place tower on Kilby Street.



12 Office building, Summer Street

Location: Summer, Bedford, Kingston Streets, downtown.

Size: 20-story building, 285,000 square feet of space.

Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Bedford Kingston Realty Trust, Richard H. Rubin, Rockville, Md., general partner.

Status: Under study by BRA.

Cost: \$50 million.

This is the first project proposed for the Essex Street development corridor, which starts at South Station and runs through Essex, Summer, Bedford Streets and through the Washington Street Combat Zone and into the theater district. The address would be 99 Summer Street.



13 United Shoe building restoration

Location: Federal, High, Matthews Streets, financial district.

Size: 24- and 23-story office buildings totaling 950,000 square feet of space.

Architect: Jung/Brannen Associates, Boston, designers for restoration of the 24-story USM building.

designated a landmark by Boston Landmarks Commission; The Stubbins Associates, Cambridge, Hugh Stubbins, principal in charge, designers of a new 23-story office building next to USM structure along High Street.

Developer: Meredith & Grew of Boston, managing developer for Mid-east consortium.

Status: Under design review by BRA and BLC and new building design as shown here may be altered extensively during design review period.

Cost: \$335 million to \$40 million for restoration; \$80 million to \$85 million for new building.

Restored United Shoe Machinery building along Federal and High Streets would be connected to a new 23-story building by a five-story atrium, including a long pedestrian lobby and retail area totaling about 100,000 square feet. The new building would have 275 parking spaces in an underground garage.

Federal Street office building

Location: Site is bounded by Federal, Franklin and Devonshire Streets, and the Winthrop Square garage.

Size: Originally proposed as a 33-story building, the latest version is a 29-story tower with 522,200 square feet of office and retail space.

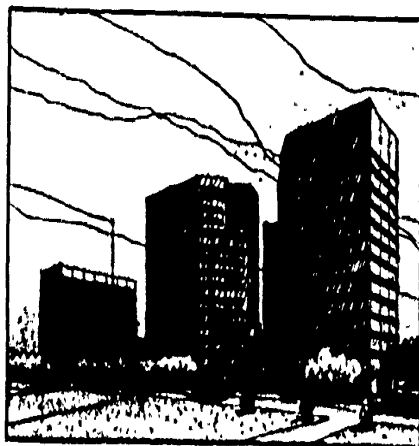
Architect: Kohn, Pedersen, Fox Associates of New York City.

Developer: Franklin Federal Partners, a Massachusetts partnership consisting of Himmel/MKDG of Boston and Chicago (Kenneth Himmel/Myron M. Miller, Thomas Klutnick, Marvin Davis, Gerald S. Gray) and H.N. Gorin Associates of Boston.

Status: Under study by BRA. Developers hope to start construction in June of next year and complete the project by February of 1987.

Cost: \$100 million.

Building proposed for existing parking lot would be in with 22-story Art Deco-type structure at 75 Federal Street of Devonshire Street, also owned by the partnership. The old building will be preserved and both buildings will be owned and operated as a single building unit containing a total of about 700,000 square feet of gross floor area. A pedestrian thoroughfare will run from Federal Street to Devonshire Street through the new building. Ground floor space in the new building will be devoted to retail uses. New building will have underground parking for 140 cars.



15 South End Technology Square

Location: Albany Street, near Massachusetts Avenue and the Southeast Expressway.

Size: 200-room hotel, 540,000 square feet of office space, 30,000 square feet of retail space, 1500-car garage.

Architect: Cambridge Seven Associates.

Developer: South End Technology Square Associates, (SETSA) nonprofit

group formed by trustees of University Hospital, Marvin Stolberg, board chairman, Robert Walsh, executive director; partners with University Associates, John L. Hall 3d, Paul F. Nace Jr., principals.

Status: Has tentative developer designation, needs final developer approval from BRA.

Cost: \$84 million.

The South End Technology Square Associates, founded to "promote the economic and social welfare of the South End," says this project will serve that purpose and hopes to attract to these new South End facilities corporations that have considered relocating administrative and clerical departments in the suburbs.

16 Holiday Inn hotel-office complex

Location: Haymarket Square area of Government Center along New Congress, New Sudbury, Hanover, Blackstone Streets.

Size: 35-story hotel with 400 rooms, eight-story office building.

Architect: Cambridge Seven Associates, Cambridge.

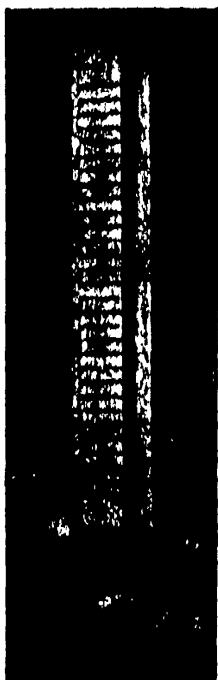
Developer: Congress Seven Limited Partnership;

David Nassi, general partner, and principals of Cambridge Seven Associates.

Status: Plans under study by BRA design staff.

Cost: \$71 million.

Situated behind City Hall, near the Government Center federal building, this is one of the few remaining vacant sites left for development in the Government Center urban renewal project begun in the 1960s; it is near the landmark pushcart market area of Haymarket Square, which city officials say won't be disturbed. The development proposal includes shops, restaurants, and a 210-car parking garage.



17 Franklin Place

Location: Summer, Hayley, Arch Streets, downtown.

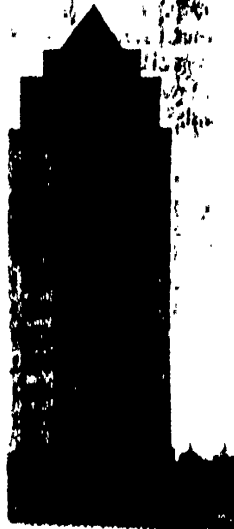
Size: 20 stories, 315,000 square feet of office space, 46,000 square feet of retail space. Final height not fixed at magazine edition deadline.

Architect: Hoskins Scott Taylor & Partners, Boston.

Developer: Lincoln Property Co., Dallas.

Status: Needs final city

Kennedy department store building stands. Portions of old building will be restored and connected to a new office tower set back from Summer Street. The proposal includes a three-level retail mall and restaurant, and escalator connections to MBTA Orange Line subway below.



18 Four Seasons hotel, condominiums

Location: Boylston Street, between Charles Street and Haden Way.

Size: 12 stories along Boylston Street and then set back up to 15 stories, 290 hotel rooms, 100 condominiums.

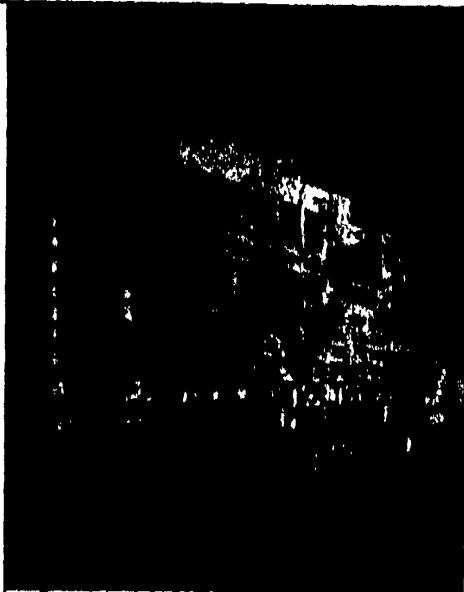
Architect: WZMH Group.

Developer: Boston Plaza Hotel Associates, comprising Four Seasons Hotel, Ltd., Toronto; Galbreath-Ruffin Corp., New York

and Columbus, O.; Macomber Boston Plaza Associates and Meriden Properties, GNV, a Midcast investment firm.

Status: Under construction. Scheduled for completion by mid-'85.

The brick-faced building overlooking the Public Garden, including restaurants, shops and a health club. The developers will finance part of the cost of a public plaza behind the development on Providence Street. The hotel will have more than 10,000 square feet of space for ballrooms and meeting rooms, and will employ between 300 and 400 persons. The condominiums will occupy the top seven floors of the complex. For the first time, the building introduces residential uses in what used to be known as the Park.



BRA. Developers hope to start construction in June of next year and complete the project by February of 1987.

Cost: \$100 million. Building proposed for existing parking lot would tie in with 22-story Art Deco-type structure at 75 Federal Street at Devonshire Street, also owned by the partnership. The old building will be preserved and both buildings will be owned and operated as a single building unit containing a total of about 788,850 square feet of gross floor area. A pedestrian thoroughfare will run from Federal Street to Devonshire Street through the new building. Ground floor space in the new building will be devoted to retail uses. New building will have underground parking for 140 cars.



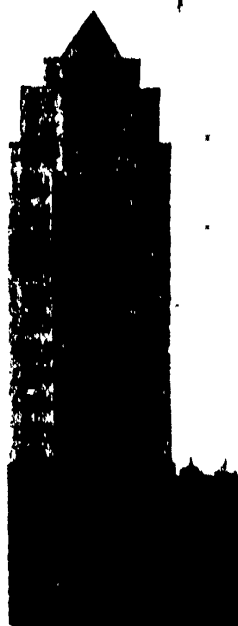
Architect: Cambridge Seven Associates, Cambridge.
Developer: Congress Seven Limited Partnership; David Nassif, general partner, and principals of Cambridge Seven Associates.
Status: Plans under study by BRA design staff.
Cost: \$71 million.

1960s; it is near the landmark pushcart market area of Haymarket Square, which city officials say won't be disturbed. The development proposal includes shops, restaurants, and a 210-car parking garage.

12 Franklin Place

Location: Summer, Hawley, Arch Streets, downtown.
Size: 20 stories, 315,000 square feet of office space, 46,000 square feet of retail space. Final height not fixed at magazine edition deadline.
Architect: Hoskins Scott Taylor & Partners, Boston.
Developer: Lincoln Property Co., Dallas.
Status: Needs final city approval.
Cost: \$78 million.
The site for this development is where the old

Kennedy department store building stands. Portions of old building will be restored and connected to a new office tower set back from Summer Street. The proposal includes a three-level retail mall and restaurant, and escalator connections to MBTA Orange Line subway below.



TED DALY

13 Four Seasons hotel, condominiums

Location: Boylston Street, between Charles Street and Hadassah Way.
Size: 12 stories along Boylston Street and then set back up to 15 stories. 290 hotel rooms, 100 condominiums.
Architect: WZMH Group.
Developer: Boston Plaza Hotel Associates, comprising Four Seasons Hotel, Ltd., Toronto; Galbreath-Ruffin Corp., New York and Columbus, O.; Macomber Boston Plaza Associates and Meriden Properties, GNV, a Midcast investment firm.
Status: Under construction. Scheduled for completion by mid-'85.
Cost: \$85 million.

The brick-faced building overlooking the Public Garden, includes restaurants, shops and a health club. The developer will finance part of the cost of a public plaza beside the development on Providence Street. The hotel will have more than 10,000 square feet of space for ballrooms and meeting rooms, and will employ between 350 and 400 persons. The condominiums will occupy the top seven floors of the complex. For the first time, the building introduces residential uses in what used to be known as the Park Square district and is now officially named Park Plaza.

14 Condominiums, retail-office block

Location: Boylston Street, between Hadassah Way and Arlington Street, across from Public Garden.
Size: 500,000 square feet of building space for retail use, 90,000 square feet of office space, 111 condominiums, 168 parking spaces on two underground levels.
Architect: The Architects Collaborative of Cambridge.
Developer: The Druker Co.
Status: Design review by BRA.
Cost: \$78 million.

As part of the Park Plaza urban renewal project, this would be the third new building, next to the Four Seasons Hotel and condominiums under construction and a block from the new state transportation center. All existing buildings on this block, except the R.M. Bradley building, would be demolished.





20 Jenney Building restoration

Location: 150 Milk st., near Custom House
Size: 5 stories.
Architect: Warren Freedentel Associates, Boston.
Developer: Jenney Building Associates.
Status: Scheduled for completion this year.
Cost: \$2.3 million.

This 19th-century structure was the Jenney gasoline building. At one time it was scheduled for demolition but preservationists protested. It was recycled for office use, with a pedestrian plaza added in front.

21 Long Wharf park

Location: End of Long Wharf, off Atlantic Avenue.
Size: One acre.
Architect: Sasaki Associates, Watertown.
Developer: BRA.
Status: Initial phase under way.
Cost: \$9 million.

The plan calls for restoring the eastern end of Long Wharf to its original configuration by paving it with granite cobbles and brick. It also provides for water taxi and commuter boat facilities and new lighting and seating areas. This park will eventually connect with the central waterfront park.



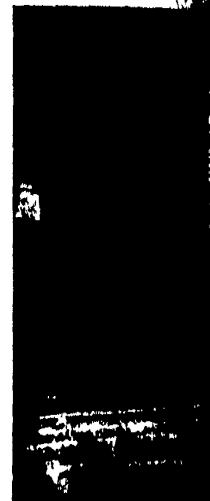
22 Massachusetts General Hospital

Location: Charles, Fruit, North Grove, Parkman, Blossom Streets, next to Massachusetts Eye and Ear Infirmary building, overlooking Charles River.
Size: 10.5 acres. Three new buildings to be built totaling 834,828 square feet and including a 25-story glass tower along Charles Street and 15-story brick towers within the hospital campus. About five existing buildings considered outmoded by hospital officials will be demolished.

Architect: Hoskins Scott Taylor and Partners, Boston.

Developer: The General Hospital Corp., Boston.
Status: Approved by city, may be challenged in court by abutters because of its size.
Cost: \$134 million.

The plan is to demolish at least five existing buildings, including the Phillips House, the Baker Building and Vincent-Burnham, to make way for the new structures, for a total gain of 400,000 square feet.



24 Paine Webber office building

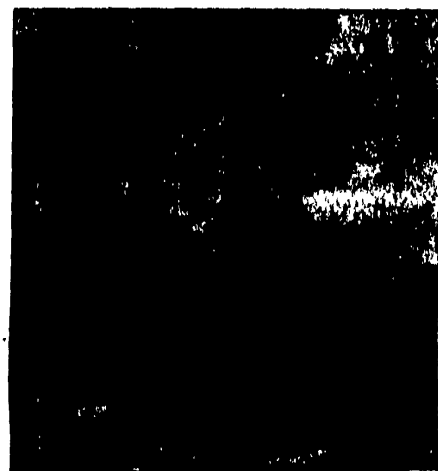
Location: 265 Franklin, at High and Oliver Streets, financial district, across from Meridien Hotel.
Size: 20 stories, 350,000 square feet of office space.
Architect: Goody, Clancy & Associates, Inc., Boston.
Developer: Richard H. Rubin, Rockville, Md.
Status: Scheduled for completion this year.
Cost: \$55 million.

This building's six-story base is faced with rough-finished red granite and recessed windows, and the upper portion, with polished pink granite. The first six floors surround a sky-lit atrium lobby, featuring a granite paved floor, plants, fountain and multilevel reflecting pools.

25 Convention Center expansion

Location: John B. Hynes Veterans Auditorium, Prudential Center, Back Bay.
Size: 700,000 square feet of convention space.
Architect: Kaliman, McKinnell & Wood, Boston.
Developer: Massachusetts Convention Center Authority.
Status: Construction work scheduled to begin early next year.
Cost: \$120 million.

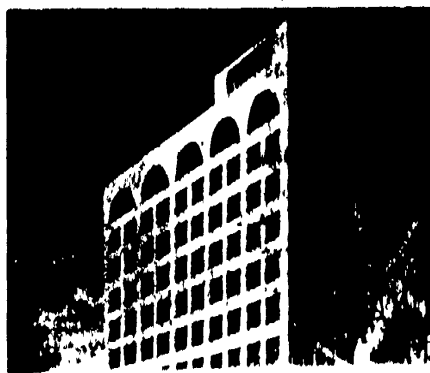
The present facility houses 328,000 square feet of exhibition and auditorium space. Under the proposal, this will be expanded to 700,000 square feet as additions above and next to the existing structure.



27 One Exeter Place office building

Location: Boylston, Exeter Streets, Back Bay.
Size: 14 stories, 190,000 square feet of space.
Architect: Jung/Brannen Associates, Boston.
Developer: Boylston Partners, Lawrence Ruben, New York City, principal.
Status: Scheduled for

Situated across the street from the Boston Public Library, it has a facade of brick and green-tinted glass, a mansard-style roof, bay windows, and a three-story landscaped atrium of marble and glass.



23 260 Franklin Street office building

Location: Franklin Street, Boston.

Cost: \$2.3 million.



23

200 Franklin Street office building

Location: Franklin and Oliver Streets, financial district, across from Meridien Hotel.

Size: 23 stories, 350,000 square feet of office space.

Architect: Stubbins Associates, Cambridge.

Developer: Cabot, Cabot & Forbes of Boston.

Status: Under construction. Scheduled for completion in February.

Cost: \$50 million.

Interest in developing the area grew after completion of One Post Office Square, the Meridien Hotel and a 40-story office tower on the opposite corner. The new structure already has been sold by the developer to out-of-state investors.

24

Palne Webber office building

Location: 265 Franklin, at High and Oliver Streets, financial district, across from Meridien Hotel.

Size: 20 stories, 350,000 square feet of office space.

Architect: Goody, Clancy & Associates, Inc., Boston.

Developer: Richard H. Rubin, Rockville, Md.

Status: Scheduled for completion this year.

Cost: \$55 million.

This building's six-story base is faced with rough-finished red granite and recessed windows, and the upper portion, with polished pink granite. The first six floors surround a sky-lit atrium lobby, featuring a granite paved floor, plants, fountain and multilevel reflecting pools.

25

Convention Center expansion

Location: John B. Hynes Veterans Auditorium, Prudential Center, Back Bay.

Size: 700,000 square feet of convention space.

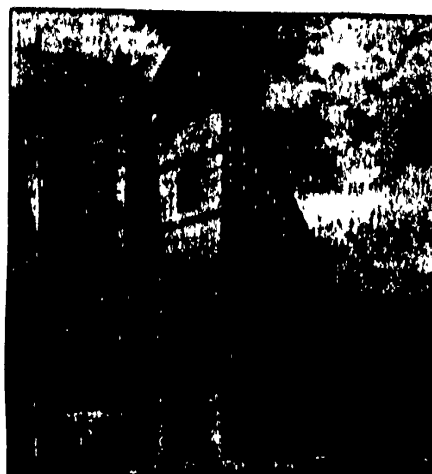
Architect: Kallman, McKinnell & Wood, Boston.

Developer: Massachusetts Convention Center Authority.

Status: Construction work scheduled to begin early next year.

Cost: \$120 million.

The present facility houses 320,000 square feet of exhibition and auditorium space. Under the proposal, this will be expanded to 700,000 square feet as additions above and next to the existing structure.



27

One Exeter Place office building

Location: Boylston, Exeter Streets, Back Bay.

Size: 14 stories, 190,000 square feet of space.

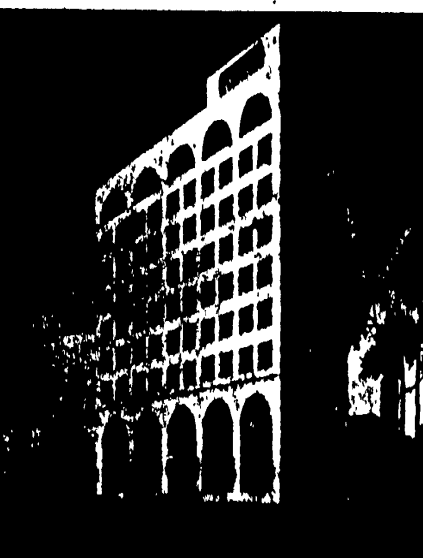
Architect: Jung/Brannen Associates, Boston.

Developer: Boylston Partners, Lawrence Ruben, New York City, principal.

Status: Scheduled for completion this year.

Cost: \$30 million.

Situated across the street from the Boston Public Library, it has a facade of brick and green-tinted glass, a mansard-style roof, bay windows, and a three-story landscaped atrium of marble and glass.



26

Wang Laboratories branch

Location: Kneeland Street near Chinatown.

Size: Ten stories, 100,000 square feet of space.

Architect: Anderson-Nichols & Co., Inc., Boston.

Developer: Wang Laboratories, Lowell.

Status: Under construction.

Cost: \$10 million.

The development represents a commitment made by Dr. An Wang, founder of Wang Laboratories, to locate a branch manufacturing plant in Boston's Chinatown area to expand job opportunities for the Chinese community and inner city blue-collar workers. About 300 employees are expected. The plant will produce computer components.



TED DAILY

28 Copley Square

Location: Copley Square.

Size: 2.4 acres.

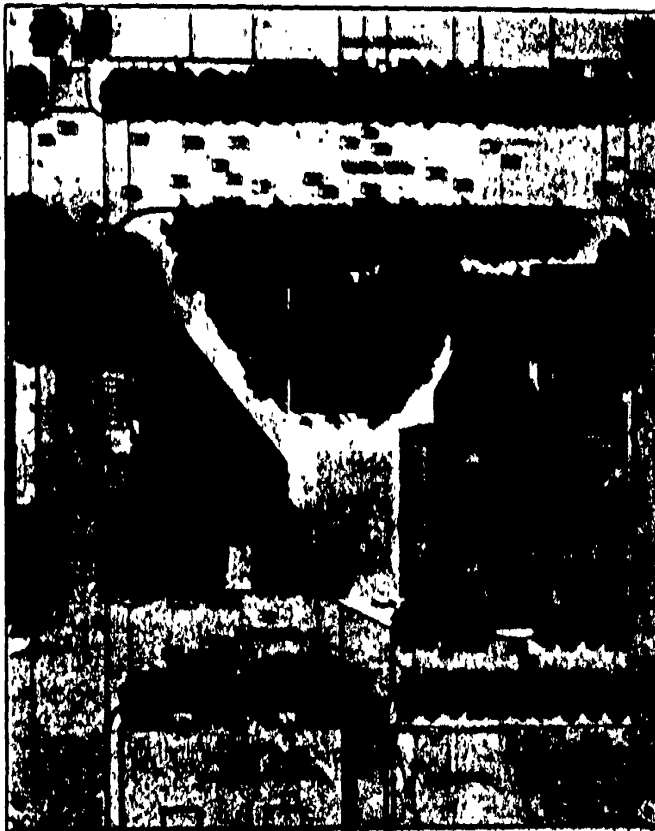
Architect: Dean Abbott of Clark & Rapuano of New York City.

Developer: City of Boston.

Status: Fund drive under way.

Cost: \$4 million.

This proposal calls for redesigning the present open space at Copley Square. The architect's design was chosen in a nationwide competition in which more than 300 were submitted. It provides for about 40 percent grass, more tree plantings, bringing the presently depressed park up to grade, installing a food-service kiosk and reworking the present fountain.



29 Federal office building

Location: Nashua, Causeway Streets, Lomasney Way, at North Station.

Size: Five to 11 stories, L-shaped structure with 800,000 square feet of space.

Architect: Stubbins Associates, Cambridge.

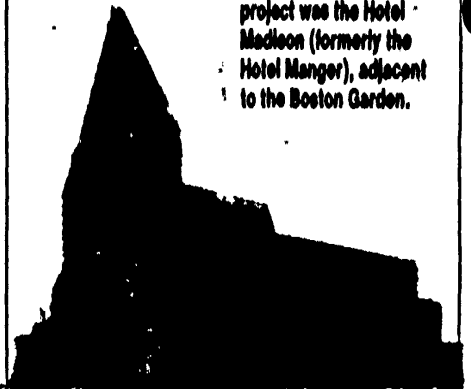
Developer: Federal General Services Administration.

Status: Under construction.

Completion: scheduled for next year.

Cost: \$60 million.

The three blocks of the old West End neighborhood bordering North Station that were not demolished in the development of the Charles River Park residential-office-retail complex have been leveled to make way for this new federal building. Also demolished as part of the new project was the Hotel Madison (formerly the Hotel Manger), adjacent to the Boston Garden.



31 Embassy Suite hotel, Allston

Location: Soldiers Field Road, Allston, on former Coca-Cola plant property.

Size: 15 stories, 310 rooms.

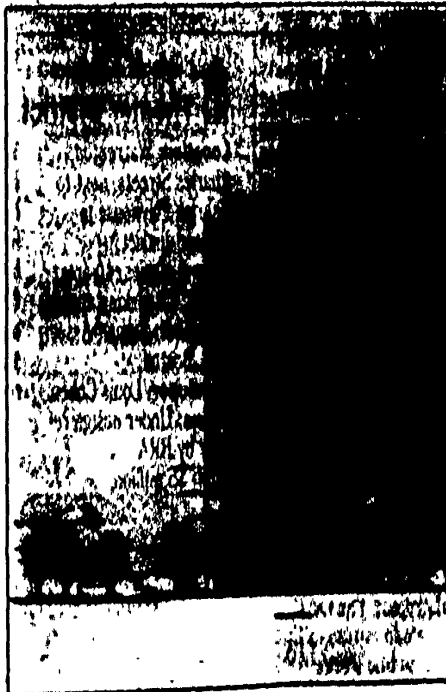
Architect: Jung/Brannen Associates, Boston.

Developer: Beacon Companies, Boston.

Status: Under construction.

Cost: \$35 million.

Hotel will have a swimming pool, sauna, restaurant and lounge, and meeting rooms.



32 Power Station condominiums

Location: Lincoln Wharf, Commercial Street, North End waterfront.

Size: 192 condominiums.

Architect: Boston Architectural Team.

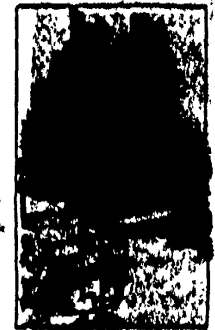
Developer: San Marco Housing Corp., North End.

Status: Under construction. To be completed summer, 1985.

Cost: \$26 million.

Units will be sold at below market cost to moderate-income North End families. The old power station is being repaired

into a 12-story apartment building. It will include a museum focusing on Italian-American interests.



30 China Trade Retail Center

Location: Washington and Boylston Streets, downtown.

Size: Six-story, 90,000 square foot building.

33 Theater district complex

Location: Tremont, Stuart Streets, theater district.

Size: 10 stories, 40,800



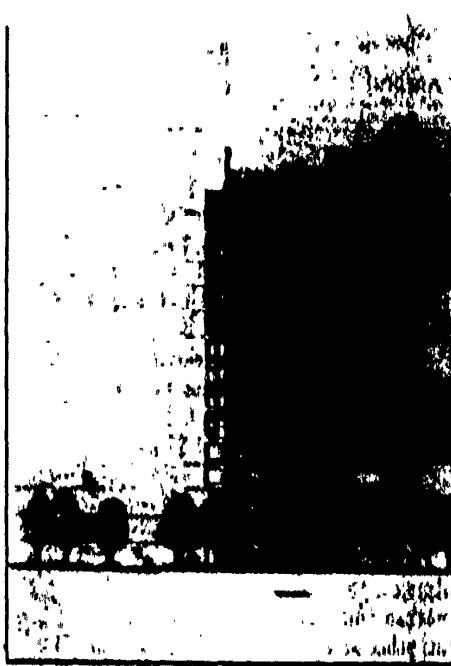


31

Embassy Suite hotel, Allston

Location: Soldiers Field Road, Allston, on former Coca-Cola plant property.
Size: 15 stories, 310 rooms.
Architect: Jung/Brannen Associates, Boston.
Developer: Beacon Companies, Boston.
Status: Under construction.
Cost: \$35 million.

Hotel will have a swimming pool, sauna, restaurant and lounge, and meeting rooms.



30

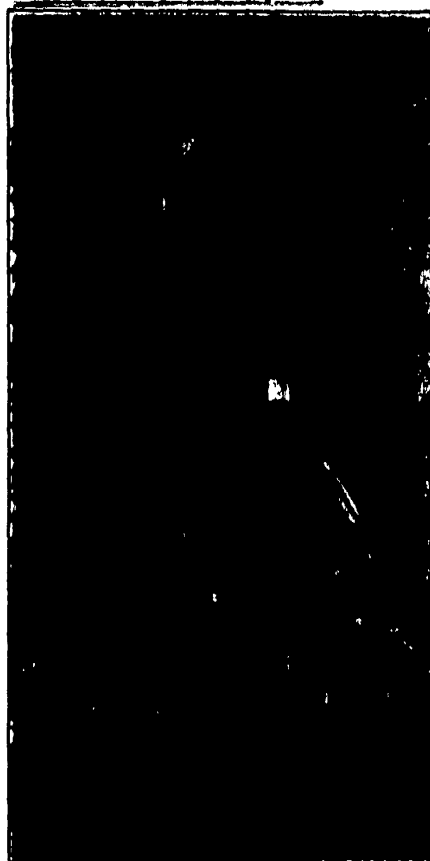
China Trade Retail Center

Location: Washington and Boylston Streets, downtown.
Size: Six-story, 90,000 square foot building.
Architect: Boston Architectural Team, Boston.
Developer: Day Group, Boston and the Chinese Economic Development Council.

Status: Developers at this writing were still trying to complete the financing package for the project.
Cost: \$10 million.

Existing Boylston Building, constructed in the late 1880s and now listed on the National Register of Historic Places, will be recycled for the Oriental retail and office center. First three levels (including basement) would be rebuilt as shopping mall for oriental shops and restaurants. The upper four floors will have offices.

Theater district complex



Location: Tremont, Stuart Streets, theater district.
Size: 10 stories, 40,800 square feet of space.
Architect: Shepley Bulfinch, Richardson and Abbott.
Developer: One Theater Plaza Associates, Herbert Gleason, Richard Pilla, George Apostolikas, principals.
Status: Under design study by BRA.
Cost: \$4.7 million.

This project is on a small site but is situated in a very conspicuous part of city, next to the Wilbur Theater. It calls for the first two floors for a restaurant, with room for a sidewalk cafe and meeting place area for theatergoers. It also proposes a 50-foot-high sculpture to serve as a focal point for the theater district.

Power Station condominiums

Location: Lincoln Wharf, Commercial Street, North End waterfront.
Size: 192 condominiums.
Architect: Boston Architectural Team.
Developer: San Marco Housing Corp., North End.
Status: Under construction. To be completed summer, 1985.
Cost: \$26 million.



Units will be sold at below market cost to moderate-income North End families. The old power station is being remod-

eled into a 12-story apartment building. It will include a midtown focusing on Italian-American interests.



Constitution Plaza

Location: Hoosac Pier, Charlestown, next to Constitution Pier.
Size: 2-story and 3-story office buildings, total 160,000 square feet of office space. Pier leased to developers by Massachusetts Port Authority.
Architect: George Rose, Quincy.
Developer: Hoosac Pier Co., joint venture of O'Connell Development Co., Inc. and Corcoran.

Mullins, Jennison, Inc., both of Quincy.
Status: Under construction.
Cost: \$7 million.
 Development calls for office buildings, a waterfront restaurant, landscaped areas and a pedestrian walkway around the entire edge of the pier. Hoosac Pier was once a busy shipping terminal.

35 Waterfront development

Location: Piers One, Two and Three at Fort Point Channel, adjacent to Pier Four Restaurant.

Size: 18 acres, 1000-room Hyatt hotel; 800 to 1000 condominiums, retail and garage spaces.

Architect: Tentative planning concepts first presented by Hellmuth, Obata and Kassabaum of New York.

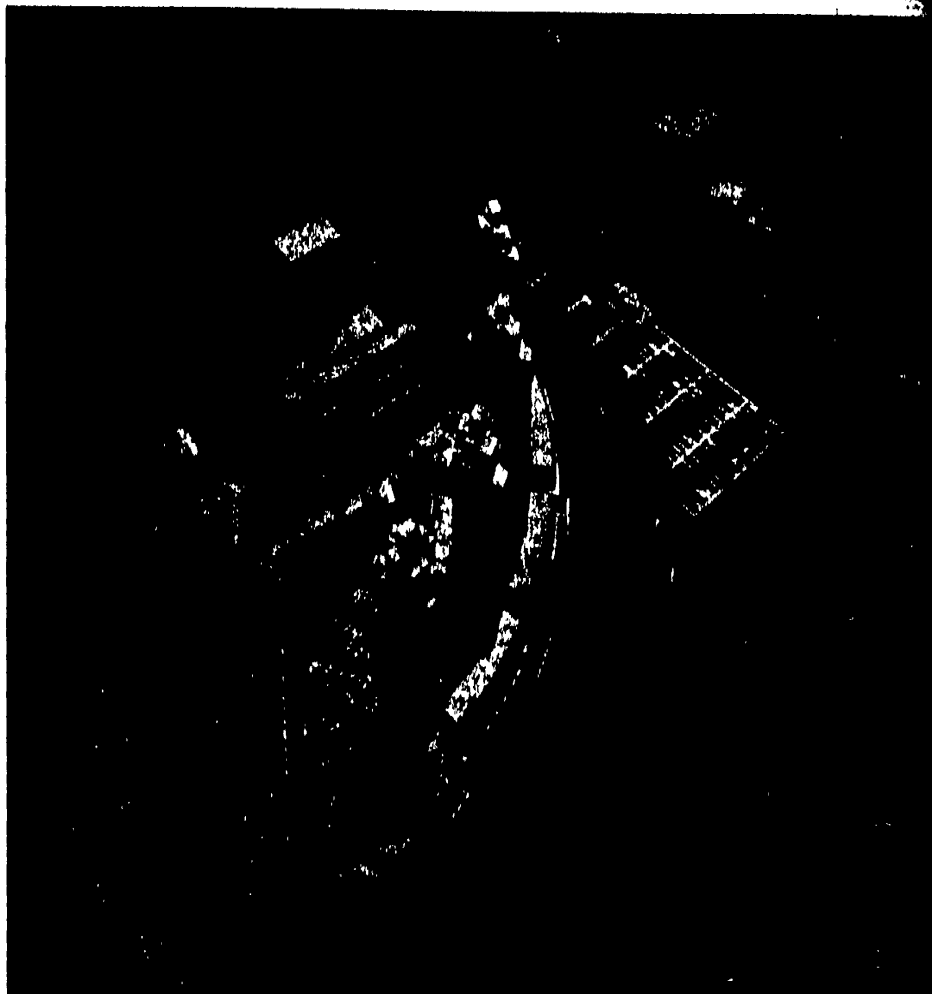
New architect for more detailed designs, expected to differ from initial concepts, is Cesar Pelli, New Haven, Conn., retired dean of Yale University School of Architecture.

Developer: HBC Associates, Boston, comprising joint venture with Carpenter Properties of Boston, headed by Richard Friedman; A.N. Pritzker, Chicago, vice chairman of Hyatt Corp., and Anthony Athanas, owner and operator of Pier Four Restaurant and owner of Piers One, Two and Three.

Status: Intensive design review is expected to be conducted in coming months for this very important waterfront project by developers, BRA and a Citizens' Advisory Committee.

Cost: \$400 million.

This project was announced in April 1982 but only very preliminary concepts were shown then. Since then architect Cesar Pelli has been hired to do the grand design but his concepts have not been disclosed as of magazine edition time. Development would include town houses and residential towers, marina uses and restaurants and public open spaces.



36 Government Center garage

Location: New Sudbury; New Chardon, New Congress Streets, Government Center.

Size: Existing five-story, block long, 2000-car garage. Developer will add two floors of office space totalling 250,000 square feet and 20,000 square feet of retail space.

Architect: Mintz Associates of Boston.

Developer: Government center Garage Realty Trust, Myrna Putziger, Boston, and Richard H. Rubin, Rockville, Md., trustees.

Status: City sold garage to developers for \$20.5 million. Work on addition and improvements were scheduled to start this fall.

Cost: \$17 million for addition and improvements.



Garage was built in '80s as part of the Government Center urban renewal project. The new owner is committed to financing public works improvements around the garage area, including landscaping, new brick sidewalks, tree plantings and planters, and renovation of the waiting area for riders of MBTA buses.

38 Theater District Apartments

Location: Warrenton, Charles Streets, next to Charles Playhouse in theater district.

Size: 8 stories, 40 apartments, 13 parking spaces.

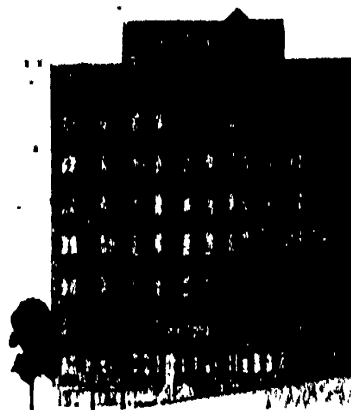
Architect: August Associates, Boston.

Developer: Louis Cohen.

Status: Under design review by BRA.

Cost: \$5 million.

This project calls for a brick-faced building containing condominiums that would sell for between \$110,000 and \$120,000, including 30 one-bedroom units and 10 units with two bedrooms.



39 Office building, 399 Boylston Street

Location: Between Arlington, Berkeley Streets on the north side of Boylston Street.

Size: 13-stories, 195,000 square feet of office space, 14,000 square feet of retail space.

Architect: CBT/Childs, Bertman, Tseckares and Casendino, Inc., Boston.

Developer: Codman/Pilgrim Associates, a joint venture of principals of The Codman Co., Inc. and Pilgrim Management Corp. New England Life Insurance Co. also a joint venture partner.

Status: Scheduled for completion this fall.

Cost: \$36 million.

36

Massachusetts Technology Center

Location: Logan Airport, Bird Island Flats, East Boston.

STEVE ROSENTHAL

anas, owner and operator of Pier Four Restaurant and owner of Piers One, Two and Three.

36 Massachusetts Technology Center

Location: Logan Airport, Bird Island Flats, East Boston.

Size: 20 acres, one million square feet of building space.

Architect: Skidmore, Owings & Merrill, Boston.

Developer: Massachusetts Technology Center Associates, a subsidiary of Macomber Development Co., Boston. A Massachusetts Port Authority-initiated project.

Status: Under construction.

Cost: \$130 million.

The Massachusetts Port Authority is leasing land to developers who envision a commercial park for high technology companies, airport shippers and service industries for research, development, assembly, distribution and business offices.

37 Government Center garage

Location: New Sudbury, New Chardon, New Congress Streets, Government Center.

Size: Existing five-story, block long, 2000-car garage. Developer will add two floors of office space totalling 250,000 square feet and 20,000 square feet of retail space.

Architect: Mintz Associates of Boston.

Developer: Government Center Garage Realty Trust, Myrna Putinger, Boston, and Richard H. Rubin, Rockville, Md., trustees.

Status: City sold garage to developers for \$20.5 million. Work on addition and improvements were scheduled to start this fall.

Cost: \$17 million for addition and improvements.

Garage was built in '60s as part of the Government Center urban renewal project. The new owner is committed to financing public works improvements around the garage area, including landscaping, new brick sidewalks, tree plantings and planters, and renovation of the waiting area for riders of MBTA buses.

38 Theater District Apartments

Location: Warrenton, Charles Streets, next to Charles Playhouse in theater district.

Size: 8 stories, 40 apartments, 13 parking spaces.

Architect: August Associates, Boston.

Developer: Louis Cohen.

Status: Under design review by BRA.

Cost: \$5 million.

This project calls for a brick-faced building containing condominiums that would sell for between \$110,000 and \$120,000, including 30 one-bedroom units and 10 units with two bedrooms.

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Size: 13 stories, 195,000 square feet of office space, 14,000 square feet of retail space.

Architect: CBT/Childs, Bertman, Tseckares and Casendino, Inc., Boston.

Developer: Codman/Pilgrim Associates, a joint venture of principals of The Codman Co., Inc. and Pilgrim Management Corp., New England Life Insurance Co., also a joint venture partner.

Status: Scheduled for completion this fall.

Cost: \$36 million.

The building has a facade of red brick and limestone, with bay windows on the lower floors and arched windows on upper floors. It is capped with five stories of reflective glass.

40 Boscom High Tech market center

Location: Former Commonwealth Pier building, Northern Avenue, Fort Point Channel.

Size: 1.4 million square feet of space.

Architect: Dyer/Brown Associates, Inc., Boston.

Developer: FMR Properties, a subsidiary of Fidelity Investments, Boston.

Status: Leasing under way for high tech tenants.

Cost: \$100 million.

The concept of this proposal is to have high-tech companies open showrooms in Boscom which would serve as a

regional marketplace for the computer and electronics communications industries. The center will hold trade shows and major conferences, as well as smaller regular meetings dealing with industrywide issues. A small hotel is included in plans for a later stage. So far, developers have experienced delays in completing the project and some difficulty in finding the proposed number of tenants.



42

The Shipway condominiums

Location: Charlestown Navy Yard.

Size: 21 homes of one, two and three bedrooms.

Architect: CBT/Childs Bertman Tackares & Casendino, Inc., Anthony Casendino, principal in charge.

Developer: Immobiliare of New England, a subsidiary of ICOS Corp. of America, Rome, Italy, and New York City.

Status: Under construction, scheduled for completion this year.

Cost: \$2.4 million.

This is the first phase of more than 100 condominiums expected to be built in the Navy Yard. It is being built on two large concrete inclined ramps constructed in 1929 and 1946 for building and launching ships. The units are expected to sell for more than \$100,000 each.



43

City Square elderly housing

Location: Warren, Park Streets, near City Square, Charlestown.

Size: 120 one-bedroom rental units.

Architect: Boston Architectural Team, Boston.

Developer: Boston Catholic Archdiocese.

Status: Under design review by BRA, construction start scheduled for this year.

Cost: \$4 million.

This is the recycling of the old St. Mary's Grammar School into low-income, subsidized housing containing 31 units plus the construction of two new wings on Warren Street, one seven stories high, the other four stories. The wings will contain 85 one-bedroom units and four studios.



44

City Square condominiums

Location: Park, Warren, Winthrop, Main Streets, next to John Harvard Mall, near City Square, Charlestown.

Size: 80 condominium apartments.

Architect: Mintz Associates, Boston.

Developer: Paramount Development Associates, a subsidiary of the Perini Land and Development Co., Framingham.

Status: Under design review by BRA. Construction start scheduled for this year.

Cost: \$6 million.

New three- and four-story brick buildings will be built along Main Street to house 80 condominiums and parking for 82 cars. The rehabilitated historic Austin Block building will be incorporated into the housing design and serve as office space. Also, an old surplus Harvard elementary school building will be restored and used as a major lobby entrance to the housing complex and will contain community meeting spaces.



45

Tontine Crescent condominiums

Location: Main, Henley, Winthrop Streets, near City Square, Charlestown.

Size: 52 condominiums and nine market-rate (non-subsidized) rental units.

Architect: Barry Koretz Associates of Boston.

Developer: John Adams, Charlestown.

Status: Under design study by BRA, start of construction scheduled for later this year.

Cost: \$7 million.

This project calls for the construction of three- and four-story buildings and rehabilitation of some old structures. It represents an architectural copy of the Charles Bulfinch-designed Tontine Crescent building that once stood on Franklin Street, downtown.

41

Roxbury housing for elderly, handicapped

Location: 2893 Washington St. near Marcella Street, Washington Park, Roxbury.

Size: 17-story apartment building, with 145 units.

Architect: Skid Associates, Inc., Boston.

Developer: Council of Elders Housing Corp., non-profit organization sponsored by Council of Elders, Inc. of Roxbury.

Status: Under construction.

Cost: \$9.1 million.

This development, part of the BRA's Washington Park urban renewal project, is being built on property formerly occupied by Notre Dame Academy. Rentals for all units are to be subsidized with federal funds.

46

Columbia Point housing project

Location: Vernon Street, Dorchester, near Columbia Circle.

Size: 51 acres.

Architect: Goody, Clancy & Associates of Boston and Mintz Associates of Boston.

Developer: Corcoran, Mullins, Jennison, Inc., Quincy; Peabody Construction Corp., John B.



47

Office building at Bayside

Location: Bayside Exposition Center, Columbia Point, Dorchester.

Size: 5 stories, 145,000 square feet of space.

Architect: George Ross, Quincy.

Developer: O'Connell (William and Peter) Development Co. and Corcoran, Mullins, Jennison, Inc.,

This development, part of the BRA's Washington Park urban renewal project, is being built on property formerly occupied by Notre Dame Academy. Rentals for all units are to be subsidized with federal funds.

The units are expected to sell for more than \$100,000 each.

Developer: Paramount Development Associates, a subsidiary of the Perini Land and Development Co., Framingham.
Status: Under design review by BRA. Construction start scheduled for this year.
Cost: \$6 million.

corporated into the housing design and serve as office space. Also, an old surplus Harvard elementary school building will be restored and used as a major lobby entrance to the housing complex and will contain community meeting spaces.



construction of three- and four-story buildings and rehabilitation of some old structures. It represents an architectural copy of the Charles Bulfinch-designed Ton-tine Crescent building that once stood on Franklin Street, downtown.

46 Columbia Point housing project

Location: Vernon Street, Dorchester, near Columbia Circle.

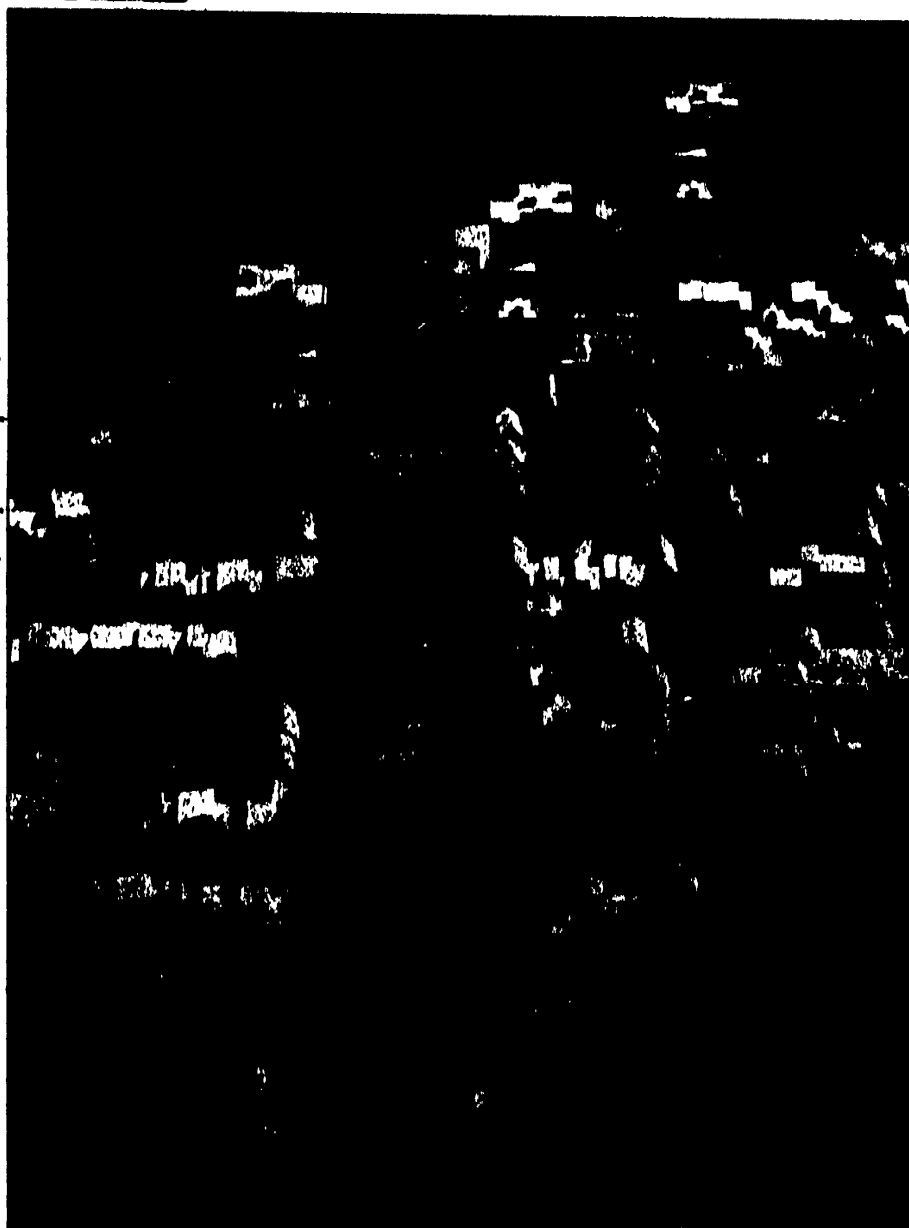
Size: 51 a.c.s.

Architect: Goody, Clancy & Associates of Boston and Mintz Associates of Boston.

Developer: Corcoran, Mullins, Jernison, Inc., Quincy; Peabody Construction Co., Braintree; John B. Cruz Construction Co., Roxbury; National Housing Partnerships, Washington, D.C.; Columbia Point Community Task Force and Robert Kuehn and Thomas Finnerly, Cambridge, in cooperation with Boston Housing Authority and Boston Redevelopment Authority.

Status: Under planning and design.
Cost: \$135 million.

Focus is on revitalizing and changing the rundown, low-income public housing project of 1400 units into mixed-income housing. Half of the buildings will be demolished, others rehabilitated and town houses and mid-rise (up to 12 floors) buildings erected. There will be a central mall, recreation facilities, and waterfront park.



47 Office building at Bayside

Location: Bayside Exposition Center, Columbia Point, Dorchester.

Size: 5 stories, 145,000 square feet of space.

Architect: George Ross, Quincy.

Developer: O'Connell (William and Peter) Development Co. and Corcoran, Mullins, Jernison, Inc., both of Quincy.

Status: Under construction.
Cost: \$9 million.

This is one of two office buildings planned as an expansion of the exposition center, which was developed from the old Bayside shopping mall, vacant for 10 years. It will expand operations of the wholesale fashion apparel industry, which now has its headquarters at that center.



File - Serial Charge Out
FD-5 (Rev. 6-17-70)

File 1940 450 Date _____
Class. Case No. Last Serial

☐ Pending ☐ Closed

Serial No. Description of Serial Date Charged

14 Permanently Charged Out To 2/24/87
1940 - 420 - Sub Q

Employee

RECHARGE

Date _____

To _____ From _____

Initials of Clerk {

Date {

Employee

Date charged

Location

FEDERAL BUREAU OF INVESTIGATION

Date of Transcription 9/30/86

1

[redacted] Street, Brookline, Massachusetts, telephone number [redacted], was advised of the identity of the interviewing Agent and the nature of the inquiry. He thereafter furnished the following information:

[redacted] is employed as a [redacted] for the Boston Redevelopment Authority (BRA), Boston, Massachusetts, and has been so employed since [redacted] is the [redacted] for that agency and [redacted] when called upon.

[redacted] stated that the general policy of the BRA on 99% of these occasions is that [redacted] to the media has been cleared by the Director of the BRA.

The present Director of the BRA is STEVEN COYLE and his predecessor was ROBERT RYAN. RYAN was Director from September, 1978 through July, 1984.

[redacted] recalls receiving a telephone call on or about January 7, 1984, from Globe Reporter [redacted]. He recalls that [redacted] asked various questions about the connection between the Clarendon Building, which was owned by John Hancock Mutual Life Insurance Company, and Hancock's grant to Boston University. [redacted] learned from [redacted] that the John Hancock Mutual Life Insurance Company had sought BRA approval to build their tower in Copley Square in 1969. John Hancock Mutual Life Insurance Company also agreed to tear down its own Clarendon Street Building and create a city park. Another idea was to use the building as a children's museum, but the museum was later located at Fort Point Channel, Boston, Massachusetts. Later John Hancock

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Investigation on 9/22/86 at Boston, Massachusetts File#194C-450-17

by SA [redacted] dac

Date dictated 9/23/86

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pg 1, 3, 4

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Continuation of _____, On 9/22/86, Page 2

said it needed the Clarendon Building and was allowed by the BRA to keep this building.

_____ was asking _____ various questions about this transaction.

_____ stated that when he received this telephone call from _____, he was not aware of any negotiations by the BRA or the City of Boston with John Hancock Mutual Life Insurance Company regarding the Clarendon Building. _____ advised _____ that he would speak with _____ and re-contact _____ later that day.

_____ went and spoke with _____ regarding the inquiry that had been made by _____

_____ informed _____ that during the late 1960's or early 1970's, John Hancock Mutual Life Insurance Company had received approval from the City of Boston to build the new John Hancock Tower. The official policy or decision that was made with the City of Boston was that John Hancock Mutual Life Insurance Company would make the Clarendon Building, which was owned by John Hancock Mutual Life Insurance Company, available to the City of Boston as a public amenity. A great deal of time had gone by before John Hancock Mutual Life Insurance Company opened their new office tower.

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By 1980, 1981, or 1982, the John Hancock Mutual Life Insurance Company made a proposal to the City of Boston to rehabilitate the Clarendon Building and keep this building for its own use.

_____ was informed by _____ that the general feeling at the Boston Redevelopment Authority was that the City did not need another public/cultural space which would have been created when the Clarendon Building was raised. At this point, the City of Boston was contemplating rehabilitating Copley Square and the theater district in downtown Boston.

_____ further explained to _____ that the idea in late 1969 or early 1970 was to tear down the old Clarendon Street Building and create a city park or to use this building as the children's museum. These plans no longer held merit in 1980.

_____ also informed _____ that John Hancock Mutual Life Insurance Company was a major employer in the City of Boston and the company needed additional space. From the city's point of view, John Hancock Mutual Life Insurance Company had submitted quality plans for rehabilitating this building and it would remain on the tax rolls for the City of Boston.

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Continuation of _____, On 9/22/86, Page 3

_____ further informed _____ that there was no connection between the Clarendon Street Building and John Hancock's grant to Boston University.

Prior to _____'s telephone call, _____ was not aware of any negotiations that the BRA may have had with John Hancock Mutual Life Insurance Company regarding the Clarendon Building.

_____ further explained that as _____ he is not privy to negotiations and transactions regarding various projects in the City of Boston until there is an _____ by the BRA.

_____ advised that after the _____ article appeared in the Boston Globe on January 7, 1984, he believes he learned at a BRA meeting that at some point in 1983, a question had arisen by which John Hancock Mutual Life Insurance Company should help fund the improvements in Copley Square. Several of the large abutters in the Copley Square area had made contributions and it was his impression that John Hancock should also contribute to the Copley Square Redevelopment because Hancock had once promised to create public space when the Clarendon Building was raised. The Clarendon Building was never raised so it was his impression that John Hancock should donate to the Copley Square improvements.

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He recalls at least two stories appearing in the Boston newspapers questioning why John Hancock never contributed to the Copley Square improvements. One article was written by _____ on how John Hancock Mutual Life Insurance Company had not honored their agreement with the city regarding the Clarendon Building.

After the newspaper articles questioning John Hancock's commitment to the City of Boston, he thought it was a unique way of filling their public commitment by donating four million dollars to Boston University. This four million dollar commitment by John Hancock Mutual Life Insurance to Boston University was unusual in his experience.

_____ advised that _____ was a WHITE political appointee and _____ was never a part of _____'s inner circle. He was not close to the WHITE political machine.

_____ stated that DAN AHEARN (deceased), formerly of the Back Bay Federation, would have raised the roof over John Hancock's contribution of four million dollars to Boston University.

It is _____'s understanding that since KEVIN WHITE left office, he became a professor at Boston University.

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Continuation of [redacted], On 9/22/86, Page 4

It is his understanding that [redacted], a former political appointee of WHITE's, is also doing consulting work at Boston University. [redacted] is KEVIN WHITE's [redacted] at Boston University.

Also [redacted] former Mayor KEVIN WHITE, is also employed in some capacity at Boston University.

[redacted] to former Mayor KEVIN WHITE, also lectures at Boston University.

Also, once [redacted] is doing consulting work at Boston University.

[redacted] was served a copy of a Federal Grand Jury subpoena from the District of Massachusetts, Boston, Massachusetts, dated September 18, 1986. This subpoena called for his personal appearance before a Federal Grand Jury at Boston, Massachusetts, on September 24, 1986.

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File - Serial Charge Out
FD-5 (Rev. 6-17-70)

File 1940 450 Date _____
Class. Case No. Last Serial

☐ Pending ☐ Closed

Serial No. Description of Serial Date Charged

1B-61 Intentionally Charged Out To 2/24/87
1940-420-Sub Q

Employee

RECHARGE

Date _____

To _____ From _____

Initials of Clerk { _____

Date { _____

Date charged
Employee

Location

Memorandum



To : SAC, BOSTON (194C-420) (P)

Date 12/1/86

From :

SA [redacted]

Subject :

KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITIES;
HOBBS ACT - CPO;
EXTORTION; MAILFRAUD
00: BOSTON

On 10/30/86, AUSA [redacted] requested the writer to furnish the numbered address for [redacted] who owned a home on [redacted] Avenue in [redacted], Massachusetts. [redacted] also requested the numbered address for a condominium unit owned by [redacted] on [redacted] Lane in Boynton Beach, Florida.

On 10/30/86, writer telephonically contacted [redacted] SA, Ft. Lauderdale RA and requested the number address for [redacted]'s residence on [redacted] Lane in Boynton Beach, Florida. [redacted] advised that she would obtain this information and furnish it to SA [redacted] on 11/5/86.

On 10/30/86, writer telephonically contacted SA [redacted] Hyannis RA, and requested that he determine the number for [redacted]'s residence located on [redacted] Avenue in [redacted] Massachusetts.

On 11/4/86, SA [redacted] advised writer that [redacted] no longer owns the residence at number [redacted] Avenue in [redacted] Massachusetts. [redacted] supposedly sold this residence to an individual with the last name of [redacted]

On 11/6/86, SA [redacted] advised that [redacted] Street, Boston, Massachusetts, purchased a residence at number [redacted] Lane, [redacted] Massachusetts. [redacted] advised that the

3 - Boston

(1) - 194C-450

(2 - 194-420)

NSS:blh

(3)

1.

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SEARCHED _____
SERIALIZED EP
INDEXED EP
FILED EP

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purchase price on this residence was \$1,550,000. The residence is located on 1.9 acres of land. [] supposedly obtained a mortgage from the BOSTON SAFE DEPOSIT AND TRUST COMPANY. [] advised that contact with postal employees determined that [] receives mail at the residence of [] Lane, [] Massachusetts.

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The above information was furnished to AUSA [] on 11/4/86 by SA []

File - Serial Charge Out
FD-5 (Rev. 6-17-70)

File 1940 450 Date 10/17/86
Class. Case No. Last Serial

☐ Pending ☐ Closed

Serial No. Description of Serial Date Charged

6	FD 125	10/17/86
8	FD 125	11/7/86
9	FD 125	11/7/86
10	FD 125	11/7/86
11	FD 125	11/7/86
12	FD 125	12/1/86

Empl

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RECHARGE

Date

To From

Initials of Clerk {

Date {

Date charged

Employee

Location

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

No Duplication Fees are charged for Deleted Page Information Sheet(s).

Total Deleted Page(s) ~ 8
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Page 21 ~ Duplicate to 194-HQ-6290
Page 58 ~ Duplicate to 194-HQ-6294
Page 89 ~ b3, b6, b7C
Page 91 ~ b3, b6, b7C

FEDERAL BUREAU OF INVESTIGATION

FOIA / PA
DO NOT DESTROY

Date of Transcription 9/30/86

1

[redacted]
John Hancock Mutual Life Insurance Company, Boston, Massachusetts, telephone number [redacted] was advised of the identities of the interviewing Agents and the nature of the inquiry. He thereafter furnished the following information:

[redacted] resides at [redacted] Road, Winchester, Massachusetts, telephone number [redacted]

[redacted] has been employed by the John Hancock Mutual Life Insurance Company for a period of [redacted] years.

On January 1, 1982, he became [redacted] of John Hancock Mutual Life Insurance Company. Prior to that from January, 1979 until his present position, he was [redacted]. From October, 1972 until January, 1979, he held a position of [redacted]. During this period of time, he had the official responsibility for real estate.

From August 1, 1965 through October, 1972, he was [redacted] at John Hancock Mutual Life Insurance Company.

[redacted] explained that the John Hancock Mutual Life Insurance Company began construction on their tower building during August, 1968. The Hancock Tower was not completed and occupied until the last week of January, 1976. Originally the Hancock Tower was intended to be occupied during late 1972 or early 1973. The Hancock Tower consists of 62 architectural stories and of two million square feet of office space.

9/17/86
Investigation on 9/18/86 at Boston, Massachusetts File#194C-450 - 63

SA [redacted]
by SA [redacted]

JJL/dac

Date dictated 9/23/86

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Continuation of [redacted], On 9/17/86 and 9/18/85, Page 2

It was originally thought that the Hancock Tower would satisfy Hancock's office space needs until at least the year 2000.

[redacted] advised that [redacted] John Hancock Mutual Life Insurance Company, was the officer in charge of home office real estate until he retired during [redacted]. It was at this point that [redacted] became [redacted] and had the official responsibility for real estate. [redacted] oversaw the day to day operations of [redacted] who was in charge of the tower construction. [redacted] was [redacted] in administrative operations and home office real estate.

It was during October, 1972, that both [redacted] retired from John Hancock Mutual Life Insurance Company.

[redacted] advised that he does not recall any meetings with city officials regarding the Clarendon Building and the John Hancock Tower. The negotiations regarding the tower and the Clarendon Building were handled by [redacted] with John Hancock's Investment Real Estate Division. These people had dealings with city officials and the various agencies from the City of Boston regarding the approvals of the Hancock Tower and the Clarendon Building.

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ROBERT LONDERGAN (deceased) was the individual from John Hancock's Law Department who assisted with the legal matters regarding the aforementioned project.

Hancock's agreement with the City of Boston was that once the Hancock Tower was completed, the old Clarendon Building (which was owned by John Hancock) would be demolished and a city park would be created. Also John Hancock Mutual Life Insurance Company agreed to finish the exterior facade on the Berkeley Building and also construct a small addition that would be used as a public service facility.

At this point of the interview, [redacted] requested that [redacted] for John Hancock Mutual Life Insurance Company be present. [redacted] stated that [redacted] is also a member of the Board of Directors of John Hancock.

[redacted] explained that while the Hancock Tower was being constructed, Copley Square was being rehabilitated and open space

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Continuation of [REDACTED], On 9/17/86 and 9/18/85, Page 3

was created in front of Trinity Church. This open space had some effect on the wind currents in that area and that any additional open space would be very undesirable because of the high winds, etc.

[REDACTED] John Hancock Mutual Life Insurance Company, met on at least two occasions with former Mayor KEVIN WHITE, City of Boston, regarding the Clarendon Building. The original plans and agreement with the City of Boston regarding the Clarendon Building was that once the Hancock Tower was completed, the Clarendon Building would be raised. During 1971 through 1972, there were a series of incidents of glass failure at the Hancock Tower which were potentially very hazardous. A decision had been made by Hancock officials as well as various agencies from the City of Boston that all glass in the Hancock Tower would be removed and replaced with plywood until a remedy could be found regarding the glass failure. He believes it was during late 1974 that a resolution was reached and the glass began to be replaced in the tower.

During this period of time, [REDACTED] believes there was an oral agreement between John Hancock Mutual Life Insurance Company and the City of Boston by which the plans for raising the Clarendon Building would be suspended until the Hancock Tower glass problem was resolved and the building occupied.

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[REDACTED] learned of the aforementioned agreement between John Hancock and the City of Boston from the [REDACTED]
[REDACTED]

Hancock began to move its people into the tower building all through 1976 and early 1977. At this point, all employees from the Clarendon Building had been moved into the Hancock Tower.

[REDACTED] stated that in 1976 or 1977, two things happened regarding the Clarendon Building. A proposal emerged (not from John Hancock Mutual Life Insurance Company) that the Clarendon Building should be rehabilitated and occupied by a non-profit institution. He heard of this proposal through [REDACTED]
[REDACTED] John Hancock. [REDACTED] stated that this proposal never materialized and he cannot recall the reasons why it did not materialize.

Also sometime during 1976 or 1977, former Mayor KEVIN WHITE made a visit to the John Hancock Tower with some dignitary. It was during this visit that Mayor WHITE met with [REDACTED]
[REDACTED] John Hancock Mutual Life Insurance Company. The Mayor stopped by to say hello to [REDACTED] and it was during this visit that [REDACTED] said to the Mayor that we should get together and talk about the resolution of the Clarendon Building. John

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Continuation of [REDACTED], On 9/17/86 and 9/18/85, Page 4

Hancock Mutual Life Insurance officials had heard that the City of Boston was beginning to question additional open space in that area because of the wind situation. It was the City of Boston that first indicated to John Hancock Mutual Life Insurance Company that the Clarendon Building could possibly remain standing and remain a tax-producing piece of property.

Sometime in 1978 or 1979, [REDACTED] was invited to the Parkman House, Beacon Street, Boston, Massachusetts, by Mayor WHITE to discuss the Clarendon Building. [REDACTED] asked [REDACTED] to accompany him to this meeting. [REDACTED] recalls that this meeting took place at approximately 8:30 or 9:00 AM and in attendance were himself, [REDACTED] and Mayor KEVIN WHITE. During this breakfast meeting, they spoke about the Clarendon Building in general terms. [REDACTED] also recalls that [REDACTED] updated the Mayor on the present condition of the Hancock Tower and also the possible use of the Clarendon Building for a non-profit entity. He recalls there was some discussion about the pros and cons about raising the Clarendon Building as opposed to retaining the building. [REDACTED] could not recall if this topic was initiated by the Mayor or [REDACTED]

[REDACTED] wanted to ascertain from the Mayor what should be done with the Clarendon Building. The Mayor informed these individuals that he (the Mayor) would re-contact them at a later date with his decision. [REDACTED] in his mind, thought that the Mayor would get back to them within a few weeks.

When [REDACTED] went into this meeting, he was fully convinced that John Hancock would tear down the Clarendon Building. [REDACTED] believes there was a second meeting with the Mayor regarding this subject but he is not sure when this meeting took place, the date and who attended.

On January 1, 1979, [REDACTED] became [REDACTED] of John Hancock Mutual Life Insurance Company. [REDACTED] believes that sometime after this date, there may have been a proposal from the City of Boston asking John Hancock Mutual Life Insurance Company if they would be interested in keeping the Clarendon Building. This proposal would allow Hancock to use the Clarendon Building provided there was some public use. [REDACTED] heard of this proposal through ROBERT LONDERGON and [REDACTED]. The City of Boston also needed additional space and if Hancock agreed to allow the City to use some of the Clarendon Building's space, the City would allow the Clarendon Building to remain standing.

Again, [REDACTED] stated that this proposal did not stem from John Hancock Mutual Life Insurance Company but rather from the City of Boston.

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Continuation of [REDACTED] ,On 9/17/86 and 9/18/85 ,Page 5

John Hancock Mutual Life Insurance Company was not agreeable to this proposal because Hancock did not want any third parties in their buildings, certainly not a city agency. According to [REDACTED] that proposal never went anywhere except it clarified for the officials at John Hancock Mutual Life Insurance Company that maybe the Clarendon Building would not have to be raised.

[REDACTED] believes that sometime in 1979 the Mayor's Office or the Mayor WHITE called [REDACTED] or he [REDACTED] possibly called the Mayor requesting a meeting regarding the status of the Clarendon Building. It was during this time-frame that John Hancock Mutual Life Insurance Company began to feel space constraints in their tower building. Again the Clarendon Building had been vacant since the Tower was occupied during late 1976 or early 1977.

Because of additional needed office space, John Hancock Mutual Life Insurance Company hoped that if there was some chance that the Clarendon Building could be salvaged, they would like to save this building for their needed space.

[REDACTED] advised that on October 10, 1979, [REDACTED] John Hancock Mutual Life Insurance Company, and [REDACTED] (Meredith and Grew) met with [REDACTED] for the purpose of requesting that John Hancock be allowed to re-assess the use of the Clarendon Building. [REDACTED] advised that the Boston Redevelopment Authority (BRA) would take this request under advisement.

During September, 1979, [REDACTED] received a verbal indication from the BRA through [REDACTED] that the City would not object to John Hancock re-assessing the use of the Clarendon Building.

On June 9, 1980, the Director's Building Committee approved the vertical scheme of rehabilitation on the Clarendon Building and authorized the appropriate Hancock officials to make a proposal to the City of Boston. This scheme provided a capital outlay of approximately \$22,000,000 and provided approximately 200,000 square feet of Class A office rental space and 200,000 square feet for John Hancock's administrative use.

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Continuation of [] , On 9/17/86 and 9/18/85 , Page 6

During July, 1980, [] met with Mayor KEVIN WHITE and [] . During this meeting, the Mayor indicated he did not object to John Hancock presenting a new proposal on the Clarendon parcel but made it quite clear that such a proposal must include some sort of a commitment to the City of Boston.

On August 12, 1980, John Hancock made a formal presentation to the BRA. Representing John Hancock Mutual Life Insurance Company was [] (Meredith and Grew), and [] (Jung Brannen Associates). The proposal that was presented to the BRA included approximately 10,000 square feet of office space on the first floor which would be for public use.

During October, 1980, John Hancock Mutual Life Insurance Company officials learned through [] [] indicated that the deal could probably be made if John Hancock agreed to rent 175,000 square feet of office space at the Clarendon Building to the City of Boston for use by various departments of the City Administration.

During January, 1981, [] advised that [] met with [] and informed [] that John Hancock Mutual Life Insurance Company did not wish to lease any space in the Clarendon Building to the City of Boston.

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On October 29, 1981, at the Mayor's request, [] and [] met with Mayor WHITE. During this meeting, the Mayor indicated that many things had changed in the City and he thought that within the next 30-40 days, the City of Boston would be able to furnish John Hancock Mutual Life Insurance Company a decision on the Clarendon Building proposal.

On November 17, 1981, [] met with [] . At this meeting, [] proposed that John Hancock Mutual Life Insurance Company make a contribution which would be used to finance a public improvement such as the re-design of Copley Plaza. John Hancock Mutual Life Insurance Company indicated to [] that such a commitment would be preferable to providing space in the Clarendon Building as long as the price tag was not unreasonable.

Also on November 17, 1981, [] received a letter from Mayor KEVIN WHITE inviting him to become a member of the Cablevision Committee, which was a non-profit access corporation. This letter was dated November 13, 1981. This letter also indicated that [] of Boston University would be handling

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Continuation of [] , On 9/17/86 and 9/18/85 , Page 7

this matter for Mayor KEVIN WHITE. [] stated that he was familiar with []'s name and knew that [] was formerly employed in some capacity by Mayor KEVIN WHITE.

When [] received the aforementioned letter, he gave it to [] John Hancock Mutual Life Insurance Company, for an opinion.

On November 24, 1981, [] met with [] at his office at John Hancock Mutual Life Insurance Company. During this meeting [] explained in broad terms what this commission would do and the objectives of the commission. [] stated that to the best of his recollection, there was no talk from [] about John Hancock Mutual Life Insurance Company making a contribution to Boston University.

On January 14, 1982, a letter was received at John Hancock from [] on BU stationery. [] was responding to a letter that was composed by [] following his review of Mayor WHITE's letter on the Cablevision Committee mentioned above.

Also during January, 1982, [] called [] and indicated that if John Hancock would buy [] in Tent City and donate this land to the City, a deal could probably be made on the Clarendon Building.

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During February, 1982, [] called and indicated the price tag on Tent City to be somewhere between 1.5 million and 4.4 million dollars. [] indicated the price was too high and asked if he [] could find other interested parties to share the cost. [] informed [] that he [] would talk to the Copley Place Developer.

[] advised that prior to receiving the letter from Mayor KEVIN WHITE inviting him to be a member of the Cablevision Committee, he was informed by [] that the rumor was that he [] would be approached by the Mayor and asked to sit on the Cablevision Committee in the City of Boston. []'s reaction was he did not want to do this but if it meant Hancock keeping the Clarendon Building, he would be willing to do this. He told [] to have a message filter back to the Mayor in a nice way that [] was extremely busy and could not participate in this committee, but if it was the Mayor's wish, [] could be persuaded.

On April 15, 1982, there was a meeting at Boston City Hall in the Mayor's Office. [] attended this meeting along with [] BRA, and Mayor KEVIN WHITE. []'s objective was to obtain some type of decision from the Mayor

Continuation of [REDACTED], On 9/17/86 and 9/18/85, Page 8

that the Clarendon Building remain standing and John Hancock be allowed to rehabilitate this building for some use which would be acceptable to John Hancock Mutual Life Insurance Company or that the building be raised.

During this meeting, [REDACTED] explained to the Mayor the recent growth of John Hancock Mutual Life Insurance Company and the company's need for additional space. He also explained to the Mayor that Hancock was engaged in long-range planning regarding growth and development and he [REDACTED] had to receive some type of a commitment from the Mayor whether the Clarendon Building could be kept standing or raised. He further explained to the Mayor that by keeping the Clarendon Building, it would create additional jobs for residents of the City. Also John Hancock Mutual Life Insurance Company would like to remain in the City of Boston but if the Clarendon Building had to be raised, John Hancock would not hesitate to look for additional space outside the City of Boston.

Throughout their conversation, [REDACTED] obviously knew that the Clarendon Building could remain standing if John Hancock Mutual Life Insurance Company and the City could agree on some mutually acceptable alternative commitment. [REDACTED] also told the Mayor that if the Clarendon Building could remain standing, he needed some indication of dollar value in the way of an alternative commitment. WHITE informed [REDACTED] that John Hancock Mutual Life Insurance Company would have to spend probably five or six million dollars towards an alternative commitment. [REDACTED] stated that he told the Mayor if he could get one half of that amount from the Board of Directors, he would be lucky.

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At the conclusion of this meeting, the Mayor said you guys (meaning John Hancock Mutual Life Insurance Company) certainly deserve a decision. [REDACTED] stated that no decision or alternative commitment was reached on that particular day.

A few days following the aforementioned meeting, [REDACTED] told [REDACTED] that there are no secrets in the City and instructed [REDACTED] to retain a real estate firm and let it be known that John Hancock Mutual Life Insurance Company was looking for land outside the City of Boston. [REDACTED] stated that recently John Hancock Mutual Life Insurance Company had built a data processing center in Marlborough so it was obvious John Hancock Mutual Life Insurance Company would go outside the City of Boston for additional space.

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Continuation of [] , On 9/17/86 and 9/18/85 , Page 9

[] was hoping that word would filter back to City Hall and the Mayor that Hancock was actively looking for space outside of the City.

[] believes that this tactic worked and the information filtered back to City Hall, the Mayor, and the BRA.

[] later learned through [] that [] BRA, felt that Mayor WHITE's figure on the alternative commitment price that WHITE had given to [] during their April 15, 1982 meeting was too low.

A number of weeks passed by and [] never heard from the Mayor regarding their discussion of April 15, 1982.

[] could not recall the exact date but it was subsequent to their April 15, 1982 meeting that [] received a call from someone associated with the Mayor's Office. [] was informed that the Mayor would be at John Hancock Mutual Life Insurance Company and the Mayor would like a meeting with [] recalls that this was about the time that Copley Place was underway or about to get underway.

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Subsequent to the above call, [] and WHITE met at the Hancock Tower. [] stated that he and the Mayor talked briefly in []'s Office. During their discussion, the Mayor got up from his seat, went over to the window, and looked out. The Mayor then said we have to do something about that (meaning the Clarendon Building). [] then said yes, we would like to do something with that building whether it be taken down or remain. [] also took this opportunity to remind the Mayor of Hancock's plans for the future.

[] recalls that the Mayor then said if we leave the Clarendon Building in place, John Hancock Mutual Life Insurance Company would still have an obligation to the City but maybe there might be some alternative things Hancock could do.

[] also took this opportunity to inform the Mayor that if John Hancock Mutual Life Insurance Company had to raise the Clarendon Building, he wanted to remind the Mayor of what the area is like due to the wind problem created by open space. The Mayor then said "yeah," adding additional open space in this area at best is a mixed blessing.

Continuation of [REDACTED] , On 9/17/86 and 9/18/85 , Page 10

[REDACTED] stated that the Mayor then said there are other options John Hancock Mutual Life Insurance Company might consider. For example, the triangle block by the Turnpike is a mess and the Mayor said he would like to see it cleaned up. [REDACTED] was not familiar with this area and asked the Mayor to give him a better idea of where and what he was talking about. [REDACTED] and the Mayor then walked to another window in his office and the Mayor pointed to the Copley Square Hotel, which is located at 25 Huntington Avenue, Boston, Massachusetts. The Mayor also told [REDACTED] that John Hancock Mutual Life Insurance Company may consider the renovation of Tent City which would provide housing for the City. [REDACTED] told the Mayor that John Hancock Mutual Life Insurance Company would not be interested in any type of a venture regarding housing. [REDACTED] informed the Mayor that he would have the Real Estate Division of John Hancock Mutual Life Insurance Company look into the parcel of land located at 25 Huntington Avenue. [REDACTED] knew that this parcel of land would be extremely expensive (between ten and twenty million dollars) and this type of proposal would be out of the realm of possibility.

[REDACTED] requested the real estate people at John Hancock Mutual Life Insurance Company to furnish him an estimate on what this parcel of land would cost.

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[REDACTED] believes that during this meeting with Mayor WHITE he mentioned two alternative proposals that would be acceptable to John Hancock Mutual Life Insurance Company. The two proposals that John Hancock Mutual Life Insurance Company suggested were a summer employment program for the kids of Boston or a preparatory program by which John Hancock would teach their employees new skills or programs to better their present skills. Hancock had a preparatory program from 1965 or 1968 through 1978, which was very beneficial to the John Hancock employees.

Again, [REDACTED] believes he mentioned these proposals to Mayor KEVIN WHITE during their meeting but the Mayor did not seem too interested.

Following the aforementioned meeting, [REDACTED] discussed the alternative proposals with [REDACTED]. He cannot recall if these proposals were ever put on paper and sent to the Mayor.

[REDACTED] and the various Hancock officials began to discuss how much money John Hancock Mutual Life Insurance Company would be willing to spend to save the Clarendon Building.

BS 194C-450

Continuation of [] , On 9/17/86 and 9/18/85 , Page 11

Throughout this entire process, [] had kept the Board of Directors completely informed and up to date regarding the status of the Clarendon Building.

[] advised that it would have cost John Hancock Mutual Life Insurance Company fifteen million dollars to raise the Clarendon Building and re-do the facade on the Berkeley Building.

On March 9, 1982, []'s Office received a call from the Mayor's Office regarding []'s participation on the Cablevision Committee.

Also on March 16, 1982, [] sent a letter to [] regarding Cablevision in the City of Boston.

On May 24, 1982, at approximately 11:00 AM, [] [] Boston University, came to []'s Office at John Hancock. [] believes that [] John Hancock Mutual Life Insurance Company, also attended this meeting. [] explained the access programming that was proposed at Boston University's School of Science and Engineering and suggested that John Hancock would be interested in several features of this program. [] also suggested that John Hancock should support this program.

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On June 10, 1982, Mayor WHITE invited [] [] John Hancock Mutual Life Insurance Company, to attend a meeting at the Parkman House, Boston, Massachusetts. [] also believes that in attendance at this meeting were [] [] Boston University, and [] [] City of Boston.

It was during this meeting that [] heard about a concrete proposal regarding access programming to be created at Boston University. [] had the clear understanding that the Boston University proposal was an option that could be chosen by John Hancock Mutual Life Insurance Company. This BU proposal was discussed exclusively at this meeting. .

[] was aware of the BU proposal and had a clear understanding of this proposal as presented by [] to [] on May 24, 1982. Also during the meeting that [] had with [] he could not recall if [] sent him the proposal prior to that meeting or brought it with him on the day of the meeting.

Continuation of [redacted], On 9/17/86 and 9/18/85, Page 12

[redacted] stated that as a result of his meeting with [redacted] he wrote a letter to Mayor KEVIN WHITE explaining his meeting with [redacted] as well as the presentation of a proposal by [redacted]. [redacted] also explained in this letter that John Hancock Mutual Life Insurance Company was negotiating with the City of Boston regarding alternative commitments and did not want to negotiate with any other third parties regarding these alternative commitments.

During his meeting with [redacted] felt in his mind that [redacted] wanted to be part of the negotiations regarding the alternative commitment that was taking place between Hancock and the City of Boston.

Again the reason [redacted] came to Hancock was to excite [redacted] and John Hancock Mutual Life Insurance Company regarding the BU proposal. [redacted] does not recall if any figures were mentioned during their meeting. [redacted] was looking for corporate support and he [redacted] led [redacted] to believe that support had already been given for this proposal from other areas.

[redacted] also believes that the proposal had a budget figure attached but he is not absolutely sure.

On June 18, 1982, another letter was received from [redacted] regarding Cablevision. As a result of this letter, word went back through [redacted] that [redacted] would not accept a position on the Committee. [redacted] explained in depth about the Committee that would be established regarding Cablevision in the City of Boston. This access program had emerged as a development that was to take place in the City and would be centered at Boston University's School of Science and Engineering. [redacted] was heading this access program.

[redacted] advised that John Hancock's [redacted] was closely associated with Boston University and served on their Board. He was also a strong supporter of [redacted] the [redacted]

[redacted] stated that on October 14, 1982, there was a meeting at the Parkman House, Boston, Massachusetts, and in attendance were Mayor KEVIN WHITE, Boston Redevelopment Authority (BRA) [redacted]. This meeting took place at approximately 11:30 AM.

[redacted] stated that he believes it was during a June, 1982 meeting or an October, 1982 meeting at the Parkman House that KEVIN WHITE came down from the third floor of the Parkman House and exchanged pleasantries. In attendance were [redacted] and possibly [redacted] The Mayor

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BS 194C-450

Continuation of [REDACTED], On 9/17/86 and 9/18/85, Page 13

informed this group that they were trying to get some resolution on the John Hancock alternative commitment. [REDACTED] stated that the Mayor was aware that John Hancock found the BU proposal attractive. It was also obvious to everyone present that John Hancock Mutual Life Insurance Company felt comfortable with the BU proposal.

[REDACTED] stated that whatever the alternative proposal was, it was John Hancock's preference to pay the City directly and not some other entity such as BU.

John Hancock was willing to refurbish Copley Square as a second alternative or to fund some type of educational or employment program. John Hancock Mutual Life Insurance Company was hoping to pay the City directly or make a payment directly to a non-profit entity.

The Mayor then informed this group that there has to be an agreement on what should be a satisfactory amount of money. The Mayor then explained that on his way down for this meeting, he (the Mayor) was wondering what you fellas (meaning John Hancock) should do at which time he reached into his coat or shirt pocket and retrieved a piece of white paper. The Mayor then said he did not want an answer then but told [REDACTED] to think about it and that he (the Mayor) had tried to assess what is a fair price to put on John Hancock's obligation to the City. As the Mayor was saying this, he handed the white piece of paper that he had taken from his shirt or coat pocket to [REDACTED]. [REDACTED] looked at this piece of paper and it had what [REDACTED] believes was the \$4.0 which [REDACTED] took to be four million dollars. [REDACTED] then passed this piece of paper to [REDACTED] at which time [REDACTED] looked at the number and passed it back to the Mayor. Again in [REDACTED]'s mind, it was clear that the number was four million dollars.

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[REDACTED]'s state of mind was that he started out doing business with the Mayor regarding the Clarendon Building and during their meetings, [REDACTED] went in with an open and fair mind and all [REDACTED] wanted was to obtain the best possible arrangement for John Hancock. [REDACTED] looked at Mayor WHITE as the Head of a city agency who had lived with John Hancock through a very trying time when Hancock was trying to resolve the glass problem in their tower. [REDACTED] also felt that the other city agencies were also very tolerant with John Hancock.

[REDACTED] believes the reason WHITE knew the BU proposal was acceptable was from the June 10, 1982 meeting or from a subsequent discussion.

Following this meeting with the Mayor, [REDACTED] walked across Boston Commons and back to John Hancock Mutual Life Insurance Company. While they walked to John Hancock, they spoke about the technique used by Mayor WHITE and what an interesting guy WHITE was and how interesting he (Mayor WHITE) was to do business with. On their walk back to John Hancock Mutual Life Insurance Company, they discussed how they were going to handle the situation. They decided to pay a sum of 4.5 million dollars at the direction of the [REDACTED] of John Hancock Mutual Life Insurance Company to Boston University.

On October 12, 1982, the Board of Directors of John Hancock Mutual Life Insurance Company met and were brought up to date on what was happening between Hancock and the City of Boston regarding the Clarendon property. [REDACTED] further advised that throughout this whole ordeal, he had kept the Board of Directors apprised of every situation. [REDACTED] did no negotiating with the Mayor without the approval of the Board of Directors. During the Board meeting of October 12, 1982, they gave the [REDACTED] of John Hancock Mutual Life Insurance Company the needed discretion to disburse the necessary money.

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[REDACTED] stated that the Board of Directors consisted of a number of individuals who are trustees with various universities and colleges in the Boston area.

On October 18, 1982, at approximately 2:00 PM, [REDACTED] met with [REDACTED] at John Hancock. [REDACTED] has no recollection of what was discussed during this meeting. On December 21, 1982, at approximately 9:15 AM, [REDACTED] again met with [REDACTED] at [REDACTED]'s Office at John Hancock Mutual Life Insurance Company. [REDACTED] believes this meeting was initiated by [REDACTED] in an attempt to persuade [REDACTED] to get the biggest media hype possible. [REDACTED] informed [REDACTED] by doing this, it would make [REDACTED] the magnet for every school in the country coming to John Hancock Mutual Life Insurance Company looking for donations.

[REDACTED] advised that the 4.5 million dollar grant to Boston University was the biggest contribution ever made by John Hancock Mutual Life Insurance company to a university. [REDACTED] did not consider this a contribution but considered it an expense.

BS 194C-450

Continuation of [redacted] ,On 9/17/86 and 9/18/85 ,Page 15

[redacted] also believes that if John Hancock Mutual Life Insurance Company did not make the 4.5 million contribution to Boston University and insisted upon a grant to the City or an alternative educational program, they would not have received the City's approval to allow the Clarendon Building to remain intact.

It was on or about January 13, 1983, that John Hancock officially furnished Boston University 4.5 million dollars.

In the discussions that [redacted] had with [redacted] he [redacted] sent a very clear signal to [redacted] that if John Hancock Mutual Life Insurance Company made any type of grant to Boston University, [redacted] wanted it understood that no John Hancock Mutual Life Insurance Company Officer or Director or any officials from the City of Boston would benefit from this donation.

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[redacted] believes that it was the following morning after his meeting with the Mayor at the Parkman House where the four million dollar figure was discussed that he called the Mayor at Boston City Hall and informed the Mayor that Hancock had a number for him. [redacted] told the Mayor that Hancock had come up with a 4.5 million dollar figure. The Mayor's response was that it was a very impressive surprise.

[redacted] could not recall if the City of Boston approved John Hancock maintaining the Clarendon Building prior to or subsequent to the 4.5 million dollar grant being made to Boston University.

[redacted] stated that [redacted] resides at [redacted] Lane, [redacted] resides at [redacted] Street, Auburn, Massachusetts 01501, and [redacted] John Hancock, are presently at the Hancock Tower.

[redacted] was served a copy of a Federal Grand Jury subpoena for the District of Massachusetts dated September 12, 1986. This subpoena commanded [redacted] to appear before a Federal Grand Jury at Boston, Massachusetts, on September 24, 1986.

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Memorandum



To : SAC, BOSTON (194C-450) (P)

Date 2/6/87

From : SA [redacted] (C-1)

Subject: KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY
HOBBS ACT - CPO;
EXTORTION; MAIL FRAUD;
OO:BOSTON

On 1/22/87 and again on 2/3/87, AUSA [redacted] advised that she has not had an opportunity to review the detailed FD-302 of [redacted] John Hancock Mutual Life Insurance Company, Boston, Massachusetts.

LEAD

BOSTON AT BOSTON, MASSACHUSETTS

Will maintain contact with AUSA [redacted] re prosecutive opinion re subject matter.

JJL/dac
(2)

dac

194C-450-64

SEARCHED.....	INDEXED.....
SERIALIZED.....	FILED.....
FEB 6 1987	
FBI-BOSTON	

Memorandum



To : SAC, BOSTON (194C-450) (P)

Date 3/16/87

From : SA [redacted] (C-1)

Subject: KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE BOSTON
REDEVELOPMENT AUTHORITY;
HOBBS ACT - CPO;
EXTORTION;
MAIL FRAUD;
OO:BOSTON

On 2/19/87, AUSA [redacted] advised that she has not had an opportunity to review the detailed FD-302 regarding [redacted] John Hancock Mutual Life Insurance Company, Boston, Massachusetts.

AUSA [redacted] advised that she was told by former AUSA [redacted] that he [redacted] did not think there was any federal violation regarding this matter.

SA [redacted] informed AUSA [redacted] that he disagreed with [redacted]'s assessment and requested her to review the FD-302 regarding [redacted] and render an opinion.

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LEAD

BOSTON

AT BOSTON, MASSACHUSETTS

Will maintain contact with AUSA [redacted] re prosecutive opinion regarding captioned matter.

2-Boston (194C-450)
JJL/dac

194-C-450-65

SEARCHED	INDEXED
SERIALIZED	FILED
MAR 18 1987	

[redacted] [signature]

Memorandum



To : SAC, BOSTON (194C-450) (P)

Date 5/6/87

From : SA [redacted] (C-1)

Subject: KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY;
HOBBS ACT - CPO;
EXTORTION; MAIL FRAUD;
OO:BOSTON

On 3/15/87, AUSA [redacted] Boston, Massachusetts, advised that she has reviewed the detailed FD-302 regarding [redacted] John Hancock Mutual Life Insurance Company, Boston, Massachusetts, and does not believe any federal violation has occurred.

AUSA [redacted] advised that before she declines prosecution in this matter, she would like to confer with former AUSA [redacted]

LEAD

BOSTON AT BOSTON, MASSACHUSETTS

Will maintain contact with AUSA [redacted] re prosecutive opinion regarding captioned matter.

b6
b7c

JJL/dac
(2)

194-450-main

194-450-66

SEARCHED.....	INDEXED.....
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MAY 6 1987	
FBI-BOSTON	

[redacted] [signature]

Kevin White admits to old allegations

BOSTON (AP) — Former Mayor Kevin H. White has acknowledged what prosecutors couldn't prove almost a decade ago — that a planned birthday party for his wife was a scheme to put money in his pocket.

In an interview Sunday on WHDH-TV, Mr. White said the party "was an idea artificially hatched to make up for a problem. The problem was I could barely survive on my salary." But he said establishing the fund was not improper.

After a great deal of publicity, the 1981 party was canceled and about \$122,000 in donations was returned. At the time, Mr. White angrily denied allegations of corruption, no evidence was produced to link him to organizing the party and no charges were filed.

Mr. White did not seek re-election in 1983 after 16 years as mayor. He now teaches at Boston University.

The State Ethics Commission and the U.S. Justice Department looked into the birthday party for Mr. White's wife, Kathryn, in an attempt to prove it was a scheme to put money in Mr. White's personal account.

The commission censured Mr. White for conflict of interest by using his office to gain unwarranted privileges. The two investigations are closed.

194-450-68

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FEDERAL BUREAU OF INVESTIGATION
FOIPA
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Date Received 9/22/80

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Title: _____

Reference: _____
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Description: ☒ Original notes re interview of

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✓

9/22/82

[illegible]

$\rightarrow 125^\circ - 9300$

Y. *Life* *Collected*

Lydon

G. P. Henry: 99% of the time
that [redacted] has been cleared
with the Director

b6
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D 541978 - July 1984

177/84

--

Late 60 early 70
I + H received approval to hold
New hld Tower.

Official I did or secured
with the City. I H would
make C feel worth to
the C of B as a public account.
A great deal of time was by
before J. H. Spier.

See understanding the C Mac
was looking for a new facility &
this would be an ideal location

(2)

C. M. Mason moved to waterfront. This place should be used public space.

By the 1950s, 1952 when J. H. [unclear] re doing the [unclear] & [unclear] for own use. The general feeling among the BKA was you didn't need another public/cultural space. The City was talking about re doing Cooper Sq. City emphasis was on making up the Theater District so it did not receive the idea in 1970. Did not have as much went in 1980.

2nd point: A major imp in the City needed additional space & for the City point 7 view her for a place with red guiding plans. City next [unclear] & [unclear] plan for their use.

Main point  water
him to make.

The City had an opportunity
~~for~~ a great the plan for a

b6
b7c

(3)

worth wide renovation in the
city.

Told by [] there was
no connection between J H = C Bld
& Govt the B.A.

Was not aware of the
grand & then the approval.

[] Never mentioned to him
any negotiations with J. H.
regarding the C. Bld.

b6
b7c

In his position, would
not be privy to neg & transac-
tion was not until there is
an announcement about to be made.

90% of day awareness? per Perm.

Not aware of any neg or bld
until ~~about~~ the day []
was with story & to meet in
& spoke to [] about bld.

(4)

At one point in 1973 a
? came up ~~when~~
that J. H. should help fund
the experiment in C. Square.
Several of the large abtellers
had given contributions

Because J. H. had once
promised to create the public
space for the C B they should
also devote to the C & experiment.
Recalls a 2 of stones about what
ever happened to the C re the
C & experiment.

[redacted] write an
article & this came up re how J. H.
had not lived up to a promise
they had made before.

b6
b7c

Believe this came up when J. H.
reached the opposite to go ahead
with the C. Bld. Believe this
came up at a BRTA meeting.

(3)

After the articles
Thought the party [redacted]
had made had some merit. But
J.H. community
Thought it was a
unique way of filling their
public commitment.
~~Had not expected~~

Was unusual in his dependence
the J.H. would make its P. count to
B.U. Was never going to any consent
that would indicate anything more than those
Was not close to the White ^{room} ~~that~~ ^{appears}
Political Machine.
Never a part of [redacted] inner circle. ⁱⁿ ~~those~~
[redacted] very close to the White Political
Machine.

Under [redacted]
~~Under~~ Public Approval
being with it some obligation to
provide public awareness.

Don Abram - deceased -
Back Bay Federation
Saying he would be raising the
roof over them. 29 G. Report looked into it
a came up with J.H. led to work to B.U.

[redacted]

[redacted]

C Centwest

with B.U.

[redacted]

[redacted]

in

[redacted]

secretly

b6
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at B.U.

[redacted]

also lectures

at B.U.

[redacted]

is one BRT

[redacted]

is also doing C work for B.U.

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Serial # of Originating Document _____

OO and File No. 194-450-1A-2

Date Received 9/17/86 and 9/18/86

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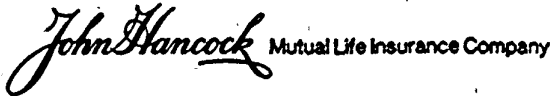
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Title:

Reference: _____
(Communication Enclosing Material)

Description: Original notes re interview of

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John Hancock Place
Post Office Box 111
Boston, Massachusetts 02117



March 16, 1982



Memorandum to:



REC'D
MAR 17 1982

Re: Meeting with Mayor White -
March 22, 1982

Listed below is a chronology relating to our negotiations with the City towards a retention and rehabilitation of the Clarendon Building:

1. October 10, 1979 - [redacted] (Meredith & Grew) met with the [redacted] for the purpose of requesting that John Hancock be allowed to reassess the use of the Clarendon Building. The [redacted] indicated he and his staff would take the request under advisement.
2. December 1979 - [redacted] received a verbal indication from the BRA through [redacted] that the City would not object to John Hancock reassessing the use of the Clarendon parcel.
3. June 9, 1980 - The Director's Building Committee approved the vertical scheme of rehabilitation for the Clarendon Building and authorized the appropriate Company officials to make a proposal to the City. This scheme involved a capital outlay of approximately twenty two million dollars and provided approximately 200,000 sq. ft. of Class A office space and 200,000 sq. ft. for John Hancock administrative use.
4. July 1980 - [redacted] met with Mayor White and [redacted]. The Mayor indicated he did not object to John Hancock presenting a new proposal on the Clarendon parcel but made it quite clear that such a proposal must include some sort of a commitment to the City.
5. August 12, 1980 - The formal presentation to the BRA was given by [redacted] (Meredith & Grew) and [redacted] and [redacted] (Jung Brannen Assoc.). Proposal included approximately 10,000 sq. ft. on 1st floor for public use.

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1940-450-1A-2

March 16, 1982

6. October 1980 - Through [] indicated the deal could probably be made if we would rent 175,000 sq. ft. of Clarendon Building to the City for use by various departments of the City Administration.
7. January 1981 - [] met with [] and informed him that John Hancock did not wish to lease Clarendon Building space to the City.
8. October 29, 1981 - At the Mayor's request, [] met with the Mayor. At this meeting, the Mayor indicated that many things had changed in the City and he thought that within 30 to 40 days the City would be able to give John Hancock a decision on the Clarendon Building proposal.
9. November 17, 1981 - [] met with []
At this meeting, [] proposed that John Hancock make a contribution which would be used to finance a public improvement such as a redesign of Copley Plaza. We indicated that such a commitment would be preferable to providing space in the Clarendon Building as long as the price tag was not unreasonable.
10. January, 1982 - [] called [] and indicated that if Hancock would buy [] in Tent City and donate this land to the City a deal could probably be made on the Clarendon Building. Once again, he was told that such a deal would hinge on the price tag.
11. February 1982 - [] called and indicated the price tag on Tent City to be somewhere between \$1.5 million and \$4.4 million.
[] indicated the price was too high and asked if he could find other interested parties to share the cost. [] said he would talk to the Copley Place developer.

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You may recall that in 1979 we received an estimate of \$10.5 million to comply with the existing zoning controls. Both the Mayor and [] are aware of this number. If you need any further detail or backup, please give me a call.



PTR:cms

cc: []



John Hancock
Mutual Life Insurance Company

Boston, Massachusetts



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JOHN HANCOCK MUTUAL LIFE INSURANCE CO.
BOSTON, MASSACHUSETTS

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Werkstoffe.

[illegible]

Ex Committee mbr responsible for
Wireless Est.

01850

J H Tower = Aug, 1968 - first
kegar cont Cont Completed &
Wd occupied Last week Jan 1974

orig intended late 72 or early 73

(62 [✓] A. rub. stonci)

Aug 1 1945

Doc 1977

Dec 1974

1979

1982

St. L. H.

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Cons brother left early ~~1972~~ ^{12 Sept 1972}

Officer in Charge have office real estate

~~Aug 1 - 1965 - Ex - Fire Boat & Corp.~~

A st port picked

--

helene

had official responsibility for
Real E. St.

Over the 1 to day operation
of the war in

(2)

[redacted]
Raymond Purching RE

Officer in Charge of Town Court.
1 1/2 to 2 yrs & then succeeded

[redacted] = [redacted]
in Admin. Operations
Officer in Charge of Home Office
Red Estate.

Does not recall any
meeting with C Officer regarding
C O. Officer was always aware
of the meeting.

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[redacted] both retired

[redacted] Agent
Assistant Red Estate
These people had dealings with
the C O & Agency regarding the van
approach. &

Robert Londergan 1- Secured.
Mn of Law Dept.

Agency
B.R.A.
Bld Dept
Fire Dept

Agreement with [redacted] that Approval
for J. H. T. that was completely the
old H. Bld C ~~old~~ would be demolished
& used as a park. Deduction for Public
Service.

(3)

Finish the west front of
the Bank Bld & also make
small addition a porch & revise
façade.

[redacted] [redacted]
[redacted]

also a mbr of the Board of
Director.

~~There~~ [redacted] recall that
C Bld work reflects in part of Training
Club / opened section that had some
effect on the mind. Learned that
by open space it became more war-
like & the high round etc. b6
b7C

X [redacted] - [redacted] J.H.

on at least two odd had some
conversations with M K W about
the C Bld. Originally C Bld would
be taken down as soon as the
old were completed. The Bld did
not operate satisfactorily. 1971-1972
series of evidence of glass failure
which were potentially hazardous.

Plan to remove all glass &
replace with ply wood until a
reving could be resolved.

July 1974 resolution was reached
Early 1976 that Bld was occupied.

Oral agreement with the City was
that the C Bld would be in
suspense regarding being raised.

C Bld was substantially occupied.

Moved people into the Bld all thru
76 & early 1977. Hearing the raising of C Bld
would not be raised accomplished until
(Mayor & C Agencia) until the tower is

(4)

occupied. Learned this from the
old [redacted].

[redacted] J. H.

~~Exhibit~~

1976 or 1977 two things happened.

① Arch. I. M. Pei & Assoc from
N.Y.

Arch. Record [redacted]
[redacted] the school of Design at
Harvard.

A proposal emerged (not from J. H.)
that the C Bld should be re-habited
& the space could be donated to
all by non profit inst. institutions.
Heard this proposal then [redacted]

[redacted] John Hancock,
could recall the reasons why
this idea did not materialize.

② A visit by Mayor White to [redacted]
on some occasion he visited with

[redacted] The Mayor was up on
the 00 & went right straight
to say Hello. In the course of this
visit [redacted]

and we should
get together & talk about the
redevelopment on C B. Had heard that
the City was beginning to 2 open
up another area of the city because
of the wind situation. The City
first raised the 7 that they may
not want to tear down yet bld &
was a long pending piece of property.

(5)

78 or.
Sometime in 1978

[redacted] + [redacted]
were invited to [redacted] Packman
House, B. St. to talk about
the C Bld. Told by [redacted]
[redacted] that the Mayor was
not should discuss the C Bld
further + [redacted] said you should
come along.

[redacted] Mayor White 8:30 - 9 am
Talked about the C Bld in
general terms.

[redacted] updated the
Mayor on the Court of H.T. +
also the use of the for non profit
entity. Some discussion about the
pros & cons about raising the bid
or opened to retain the bid.
Can't recall if they brought it up
or the Mayor brought it up.

Ended = J.H. wanting to
know what should be done with
C Bld. Mayor said he would be
back in touch with them.
Thought was a few weeks.

[redacted] went into the next
full J.H. would tear the C Bld
down.

(Believe there was a 2nd meeting
but is not sure.)

Left In the meantime while
11/1/79 [redacted] became [redacted]
[redacted] after this date there may
have been a personal copy of J.H.

(6)

also Tax producing property

would be int in Keying hld.
& desirable for some J. H. use
provided there was ~~some~~ some
public use. Heard their from

[redacted]
[redacted] The City Adm needed
addition space and if J. H.
would agree to house some
agency. The J. H. would dedicate
certain space to the [redacted].

4/ This did not stem from
J. H. They did not want any
3rd parties in there hld.
Certainly not a City agency.

That proposition never went
anywhere. except it clarified in
J. H. mind maybe the hld
ever not need to come down.

b6
b7C

1979 Before the M. White or Mayor
himself called [redacted]
called for a meeting.

2 million
feet
well into
the next
century.

- Space constraints -
C. Bld had been empty since
town was occupied.

If there was some hope
the hld could be kept saved.

April 13, 1982
Meeting at C Hall. in the
Mayor's office
[redacted]

K. White

The objective [redacted] was
an agreement that the hld remain
standing & be re-habited for some use

Three out their conversation obviously [] knew there had been a meeting. The [] could be kept in touch. (7) He kept telling the Mayor it would depend upon the cut. If the [] could be returned, [] needed some information. He accepted [] offer to [] in the Mayor. The [] did not remain strong & the [] raised. Recall the following:

(1) [] told [] about the growth of J. H. & need for space.

(2) J. H. Haverch was engaged in day range planning in growth & development. & he had to know if [] was going to be kept or raised. Told Mayor he needed a date it stayed or was raised.

Expand & create new jobs & would like people from [] employed. Would like it in the [] but it does not have to be in the []

Response: You guys certainly deserve a decision. No decision that day.

Said to [] there are no secrets in the City. Retain a real Est firm & let it be known we are looking for land. (Data Processing on Marklins had been built.)

Wanted word to filter back to City Hall.

Had the impression it filtered back to [] or [] & are looking for property outside the City.

may be an attachment commitment

white [] said []

response of the []

the Mayor put too low a figure on []

to []

heard from Mayor.

b6
b7c

First meeting Mayor Mayhew the old could
stay but you have a (8) obligation to the
City & its people.

Did not hear anything
~~but~~ until Mayor came to J. H.
[redacted] got a call saying
the Mayor was going to be in
the hall & wanted to meet with
[redacted]

About this time Copley Place
was under way or about to be
under way.

Talked briefly: looked out
window & said we have to do
something about that. (C Red)
[redacted] said yes we would like
to do something whether it be take it
down or leave it up.

Mayor & [redacted]

b6
b7c

[redacted] reminded him of those
plans for the future &
He (Mayor) then said if we
leave the hall in place you
still have a obligation to the
City but maybe there are
some alternative things you
can do.

[redacted] said if we have to take
that down remember what this
area is like on a windy day. adding
Mayor will yeah really addition
open space in this area at best a
mixed blessing.

[redacted] then said there are
alternative things you may
consider. Said for example that
the block up by the turnpike
is a mess then I would like to



see it cleared up. [redacted] said
 Could we get a fix on it
 because he did not know
 where it was. Pointed area out
 area. Copy of Hotel Δ 25 Henty
 Ave.

might consider tent city &
 helping to provide Housing. Said was
 not interested.

Bellevue
 and program
 not
 interested
 in not

Told Mayor. They would get
 estimates re raising.

Took into the Δ property.

If there were proposals.
 you & J.H. had he would be
 interested.

b6
 b7C

The Mayor
 expressed
 no H value

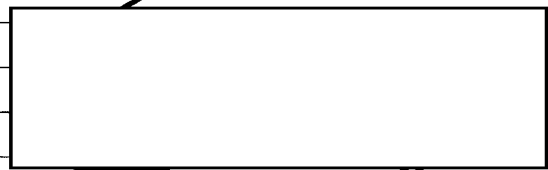
Knew this would be a
 very expensive property (10-20 million).
 [redacted] knew this would be out of
 the realm of possibility by J.H.

no doubt
 something
 to have low
 low to
 1968-1975

Asked [redacted] people to give
 them an idea on what this would cost.
 Also J.H. generated a proposal (don't
 know if it is in writing.)
 to the City such as the Prep Program
 or sponsor a summer expansion program for
 high school kids.

Prep - program run by J.H.
 for about 10 yrs. Gave them new shells
 or up grading their present shells.

city
 concrete +
 resells



= F.V.P.g

Cop Operations.

all got together & talked
 about this.

[redacted] \$10, 17 or 20 mill to
EST. (10) raise property.

They not thing any thing was
put on paper. Began to talk about
how much \$ J. H. would be willing
to spend to save the C. Blvd.
(Figure was needed 5 million dollars.)
(Internally decided on fig)
(15 million the raise held &
re-do facade.)

[redacted] & [redacted]
then had 1 or 2 meetings with
Mayor White.

Summer Program = not
going to be considered

[redacted] were
Contracted to [redacted]
[redacted] to the Mayor.
Cover in & said the rumor is
you will be approached by Mayor
to be on the County Cable T.V.
in [redacted]. Re-action was he did
not want to do this kept if J. H.
wanted to keep the C. Blvd maybe
he would have to do this.

If the money could go back in
a nice way the [redacted] was better but it
it was the Mayor wish [redacted]
could be reworked.

Contacted by telephone by [redacted]
[redacted] at B.U. [redacted] had
worked for K.W. in some capacity.
[redacted] told [redacted] he had been talking
with [redacted] & [redacted] would like
to talk with [redacted] because he is
aware of [redacted] intent to fund
educational program & they would like to
talk.

b6
b7c

(11)

[redacted] [redacted] [redacted] at
[redacted] Office. [redacted]
Made a proposal for Boston to
become a prominent area for T.V.
Also said we understand that
you might be interested in funding
an education program.

9/18/86

[redacted] Compared documents
Sometime in March 1982 asked
for a chronology of the C. Red.
They did not cover any of the [redacted]
White or [redacted] meetings.

Tell [redacted]

Feb 24/1984

b6
b7C

Cutler's son Nov 81 - June 82

11/13/81

Was invited to become a member
of a non profit profit & apcen corp.
letter from Kevin White.

[redacted] Received it on the 11/17/81.
[redacted] wrote an opinion regarding
this letter. This letter also said
that [redacted] would be handling
this matter.

24/81
On 11/24/81 - Meeting with
[redacted] at [redacted] He spelled
out in [redacted] terms what the
Commission would do & their objectives.
No talk about J. H. making a contribution
to B.U.

11/14/82 Letter from [redacted] on B.U.
stating. Re his response of [redacted] letter.

3/9/82 Call from Mayer office.

4/18/82 letter from [redacted]
outcome [redacted] does not
accept. word went back thru [redacted]

Talked in South about the corp.

b6
b7C

B.U. Close association with J. H.
former director & H. served on board at B.U.
strong supporter of [redacted]

~~Get the plane people away
and get out of the White House
right if it the came to [redacted]
[redacted]~~

5/11 Am			
5/24/82		Came to	

Also attach
to all 4
[redacted]
it at
[redacted]

Office & need you cannot afford not
to do this because it is good for
the city. This proposal had several
features that J. H. would support.

White
council
meeting
to
10/10/82 meeting at [redacted] - 2nd meeting
with Mayor 12:15 PM

Wks 9 & 10 were the first I H
began to hear of women relating
to T.V. (Dummar)

By the time J.H. was looking
out ~~the~~ B.U. prepared to J.H.
to support the T.V. center
7/6/10/82 [redacted] first meeting with

6/10/82 [redacted] first meeting with [redacted]
6/18/82 first [redacted] where B. Kern + [redacted] in the [redacted]
[redacted] maybe J. H. [redacted] [redacted]
By 6/82 when [redacted] kid
turned down the Committee
he had at least 2 or 3 meetings
with the mayor. April 15, 82

Felt comfortable because he felt they had signed up each other. & if they were to get an outcome C Bld. the only way it would be handled would be by direct dealings with the mayor.

6/10/82 AM last page for
various with [redacted] said
to [redacted] in [redacted]

Concrete proposal for an entity to be created at B.U. Had the understanding that the B.U. Proposal was an option. The proposal was discussed exclusively at this meeting.

Had the clear understanding
from [redacted] about the proposal.
5/29/12

(14)

[redacted]
[redacted] ~~was not~~ Detailed Proposal.
was given by [redacted]. Cannot
recall if [redacted], sent proposal in
advance or he brought it with
him.

Proposer's whereabouts.
Come off that it was good for the
City.

As a result of this meeting
[redacted] said ^{and} write to KW & Ted W.
that he would.

that meeting with [redacted]
and he had presented a proposal
told White in effect just as we
are sure the intent
are [redacted] JH negotiator
with the C & he are the.

b6
b7c

[redacted] raised in [redacted]
mind that he wanted to be part
of the negotiations with the City.

Partner to the negotiations
are J. H. and the City only.

The reason for [redacted]
at J. H. was to quote J. H.
in their intent. Does not
recall if any figure was mentioned
waved like J. H. to participate in their
proposal.

Looking for Corporate support &
believer evidence of support from other areas.

Believer the proposal also had
a budget figure attached for the
proposal.

(15)

11³⁰ AM
10/14/82

[redacted]
[redacted]

was in
Washington D.C.

MKW

[redacted]

at Parkman House.

b6
b7c

meeting 6 and
10/82

~~at [redacted] at P.H.~~

Maya White and possibly
or M. Spring. K.W. came down from
the 3rd floor, pleasant meeting.

Mayor said we are trying to get some
resolution on the J.H. alternative.

Commitment. Mayor was aware
that J.H. found the B.U. proposal
attractive. It was obvious to
every one present that J.H. felt
comfortable with the B.U. proposal.
What ever the alternative
proposal was it was J.H. preference
to pay to the city.

Alt #2 Let J.H. refurbish Copley
sq.

Alt #3 Fund some type of education
camp program. Directly to the city or
legis non profit entity.

Mayor said 1 of the things
there have to be agreement
~~in regard~~ in what would be
a satisfactory amount.

May
coat
shirt
pocket

On the way down I have been
wondering what you ~~after~~ should do
& reached into his coat pocket &
took out a white piece of paper from
his coat or shirt pocket. I don't want
an ~~answer~~ now you fellow can
think out this I have tried to
guess what is a fair price to put on

J. H. obligation to the City
 As he is saying that he
 has this piece of paper in his
 hand and passed it to [redacted]

How the
 it

~~Believe~~ Believer it was number 4.0
 Passed paper to [redacted]
 [redacted] looked at the it & passed
 it back to the mayor.

b6
 b7C

It was clear the it was 4
 million.

[redacted] state of mind is that
 he started out doing business with
 the Mayor regard C. Bld.
 Did not know the Mayor well.
 Went into all

Open a fair way & wanted
 to get the best possible arrangement
 for J. H.

Spoke at KW on the last
 of a [redacted] who had been
 before with J. H. then a very trying
 time regarding the problem she had
 with the tower.

All agencies were very tolerant.

Knew White was very controversial.

Believer the reason we know
 the B.U. Proposal was accepted
 was from the 6/10/82 meeting &
 subsequent discussion.

~~From~~

[redacted] worked across the common & talked about the technique used by White & what + interesting guy he was to do however much. How are we going to handle this. [redacted] decided to pay a sum of $4\frac{1}{2}$ million dollar at the direction of [redacted] of J. H. to B. A.

Board of Directors met Oct 12, 82 thru out that whole period he had kept the board updated regarding the C + the C Bld. Always trips.

Was not negotiating with the Mayor. without the approval of the Mayor. The Board had approved the specific figures. Oct 12, 82 when the 5m figure came up we let the Board know. + kept them April 82

Board advised the next meeting.

Board gave them the needed discretion to discuss their # 10/12/82.

On the Board were a # of individuals who had ^{one} relationship with various unions & colleges in the B. A. area.

Calendar 10/18/82 2PM there is a meeting with [redacted] at J. H. Has no recollection of what was discussed.

12/21/82 9th meeting with [redacted] at J. H. By this time [redacted] received

was initiated by [redacted]
 Let's get the biggest ~~possible~~ visibility
 out of this as possible.

Told [redacted] all that will
 do is make me the magnet for
 every school in the county coming
 looking for donations. [redacted] threat
 to de-influencing the public.

This was the biggest cent
 J. H. ever made to a Univ. J. H. [redacted]
 did not consider them a cent
 he considered it an expense. If made to
 city may not have received approval.

On or about 1/13/83 J. H.
 gave B.U. 4 1/2 million dollars.

In the discussion with [redacted]
 [redacted] sent a very clear request
 that if J. H. does any with B.U.
 + their proposal no J. H. officer
 a breath or official of the city
 is to benefit from their donation.

b6
 b7c

The following morning [redacted]
 called the mayor at C.H. + said
 we have a TH for you. J. H.
 it is 4 1/2 million. Her response
 was that is a very impressive surprise.

[redacted] called Mayor at Home
 Handed phone this is a strange call.
 Invited him out to [redacted]
 Bay Tower Room.

(19)

Can't recall if go ahead from
City was secured prior of subsequent
to Smith.

[redacted]

to BPA

8/12/80

[redacted]

= Mendict + brew

b6
b7C

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Total Deleted Page(s) ~ 1
Page 35 ~ b6, b7C

Memorandum



To : SAC, Boston 194C-450

Date 11/5/86

From : SA [redacted] (C-1)

Subject : Kevin H. White, Former Mayor,
City of Boston; Corruption Within The
Boston Redevelopment Authority;
Hobbs Act - CDO; Extortion; Mail Fraud.

It is requested that the following
sub-files be established:

194-450 Sub A : Elsur

Sub B: Elsur Check List

Sub C: Pen Registers

Sub D: Subpoenas

Sub E: Newspaper Articles

Sub F: Columbia Point Project

Sub G: Holiday Inn Parcel (Parcel 7)

Sub H: Mercantile Building, 111 Atlantic Ave

Sub I: 99 Summer Street

Sub J: Devonshire Towers

Sub K: Sanborn Building

① one for each subfile
Approved
11/5/86 JPD

b6
b7C

194-450 Sub A-1

SEARCHED	EP	EP
SERIALIZED		
NOV 10 1986		
[redacted]		

Sub L : Government Center Garage
Sub M : One Market Place Center
Sub N : 265 Franklin Street
Sub O : Romen Wharf
Sub P : Jenny Building



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No. 194C-420

John F. Kennedy Federal Building
Government Center
Boston, Massachusetts 02203

Date September 17, 1986

[Redacted]
New England Telephone Company
Security Division
313 Congress Street
Third Floor
Boston, Massachusetts 02210

Dear [Redacted]:

In connection with an official investigation being conducted, it is requested that your office make available to this office any information concerning the identity of the subscriber to the non-published telephone number or numbers listed below.

Please reply to the attention of Squad C-1.

A self-addressed envelope is enclosed for your convenience.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

James W. Greenleaf
JAMES W. GREENLEAF
Special Agent in Charge

b6
b7c

194C-420-SUBC-2

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 29 1986	
FBI-BOSTON	

Att. [Signature]

RECEIVED
SEP 18 1986
N.E.T. & T. CO. SECURITY DIVISION

FBI/DOJ

MD

MSG

NP

JUN 06 86 *CSP

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04-27-81

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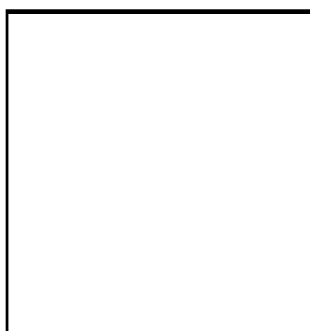


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NOTATION

TYPE PN ACT FU

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AIRTEL

11/7/86

TO : SAC, MIAMI
FROM : SAC, BOSTON (194C-450)
SUBJECT: KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE BOSTON
REDEVELOPMENT AUTHORITY;
HOBBS ACT - CPO;
EXTORTION - MAIL FRAUD

Enclosed for the Miami Division are the original and one copy of a Federal Grand Jury subpoena from the District of Massachusetts, Boston, Massachusetts. The subpoena is to be served on [REDACTED]

b3

Boston is currently conducting a corruption investigation regarding [REDACTED] dealings with the Boston Redevelopment Authority, Boston City Hall, Boston, Massachusetts.

b6
b7C

LEAD

MIAMI

AT BOCA RATON, FLORIDA

Will serve enclosed subpoena.

2-Miami (Encls.)
2-Boston
JJL/dac
(4)

dac

194-450 Sub D-10

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SERIALIZED EP
INDEXED _____
FILED EP

JJL [REDACTED] *JJL*

b6
b7C

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Page 5 ~ b3

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Page 26 ~ b3, b6, b7C

Page 27 ~ b3, b6, b7C

(Indicate page, name of newspaper, city and state.)

(Mount Clipping in Space Below)

Date:
Edition:

12/14/86

Boston Globe

Title:

Character:
or

Classification:

Submitting Office:

194C-450

Indexing:

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pg 1

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JR.

THE SILBER AGENDA



BOSTON
UNIVERSITY
PRESIDENT
JOHN R.
SILBER

*After 15 years as president
of Boston University, John R. Silber has
transformed the institution, re-creating
it in his own image and fueling
it with his own moral fervor*

Philosophy, power, and the pursuit of excellence

BY RENEE LOTH

BEFORE

9 A.M. ONE

warm Thursday this fall, Boston University president John R. Silber visited a group of workmen unloading some of the 125 young trees he had ordered to grace BU's new science and engineering center, which is nearing completion along Commonwealth Avenue and Cummington Street. By the time he got back to his office, he was not a happy man. "I have prepared a several-page essay on how I want those trees," Silber said, taking up a felt-tip pen and sketching vigorously. The problem, he explained, is that the root balls on the trees had been sliced at an angle, so they were shaped like the letter V, when Silber had specifically requested that the root balls be shaped like the letter U. Otherwise, he said, there aren't enough roots to sustain trees of that diameter. Listening to Silber, you just knew he wanted to send the trees back. He settled for renegotiating the university's contract with the nursery, to hold the nursery responsible for replacing the trees if any of them died.

John Silber runs a university with 27,500 students, 6,400 employees, 234 buildings, and a \$373 million budget, but it is not surprising to find him worrying about the fate of a few saplings. For 15 turbulent years the disputatious Texan, now 60 years old, has run Boston University with such authoritative control and to such exacting personal standards that to call him "president" approaches tautology: After so many years, John Silber has become the very *definition* of Boston University. When the man and the institution are one, no detail is too small for personal supervision. Those trees are going to meet the most rigorous standards, because if they fail, in a small sense Silber too will have failed, and John Silber is a man who brooks failure with about as much grace and equanimity as a bridled bronco.

Continued

Silber

CONTINUED FROM PAGE 24

rightly, there are at least six books every educated person ought to have read (Plato's *Republic*, Plutarch's *Parallel Lives*, the *Iliad*, the *Odyssey*, and parts of the New and Old Testaments), and he is planning a university-wide curriculum reform to ensure those books are added to the intellectual diet of most every student at Boston University.

In each of these endeavors, Silber is guided by his vision of excellence. In his view, tenure, unionization, standardized salaries, and lax curriculum requirements all destroy excellence by blurring the differences among good, better, and best. As Silber sees it — and this is at the center of the public debate about his leadership — a university is not a society of equals. People simply are first-rate, second-rate, or third-rate. On the occasions when he has intervened to oppose a faculty recommendation for tenure, or to raise the salary of one faculty member above all the rest, Silber says he has been fighting

second-rate people who are afraid of the first-raters. "In order to create excellence," Silber says, "one has to break that stranglehold that the second-rater would impose on a program to resist its improvement."

Silber's view of Boston University as a pure meritocracy conflicts with the equally passionate view that a university should be a democracy — an institutional reflection of American society as a whole. At Boston University, excellence has sometimes been pursued at the expense of free expression or majority rule. Ronnie Dugger, publisher of the literary and political journal *Texas Observer*, was a student at the University of Texas in Austin, where Silber taught philosophy — specializing in the 19th-century German philosopher Immanuel Kant — and later was dean of the College of Arts and Sciences. Dugger grew close to Silber while working on a book about Silber's three years (from 1967 to 1970) as dean. He thinks the resistance to Silber's administrative style, the turmoil and vitriol that has attended Silber at both BU and the

It is difficult to overstate the reverence with which Silber holds the ideal of excellence, or the lengths to which he'll go to achieve it. In "The Flight from Excellence" Silber writes that modern man, especially in a democracy, tends to lose sight of the afterlife, because democratic freedoms encourage us to improve our lives here on Earth. In such a world, Silber writes, the pursuit of excellence takes on a nearly religious quality: It can provide a vision, a "transcendent" goal that gives meaning to life. Silber likens this to "a secular kingdom of God." The apotheosis of excellence drives Silber to his many achievements at BU, but it also provides him a peculiar kind of license to belittle and reject whatever he feels does not advance the cause. When excellence is exalted, mediocrity is not just boring; it is immoral.

Silber's critics claim that he has quashed dissent at Boston University, using "excellence" as a club to eliminate those who dare oppose him. They believe Silber has created not a meritocracy but a ministry of fear at BU that is inimical to academic freedom. Even Arrowsmith (who taught at BU for six years and will be returning next semester after a sojourn at Emory University in Atlanta) describes the atmosphere at BU, particularly during the faculty union fight, as "bloody ugly . . . anti-academic in the extreme."

Ronnie Dugger, whom Silber calls a friend, thinks Silber functions best when he is among his political and intellectual peers, but that he is contentious and intimidating when he is among people who are at his mercy professionally. "He's deep, and he's driven, and he's a very useful citizen unless you're under him in a hierarchical structure," Dugger says. "If

you're under him you'd either have to have a very close relationship with him or be prepared to fight. And if you're not prepared to fight you might be eliminated." Zinn — who says he has had merit raises repeatedly blocked by the administration and whose requests for a teaching assistant have gone unanswered despite his teaching classes of 300 students — puts life under Silber even more succinctly: "It's not a happy place to be unless you're a very strong person."

None of this is news, really. Silber's personal style — his provocative, outrageous statements, his sarcasm, his belligerence masquerading as philosophical inquiry, his delight in skewering sacred cows of all persuasions — has been covered exhaustively in newspaper articles and on national television. We were told nearly a decade ago, in Nora Ephron's famous 1977 article in *Esquire* magazine, that John Silber is "the meanest SOB on campus." But all the attention has also helped make him one of the most influential SOBs in the country. Silber, says another professor who has tussled with him often, "has an ability to make his agenda everyone's agenda. There are people at the university who are still obsessed with getting rid of him, and that's a kind of craziness too."

John Robert Silber was born in San Antonio, Texas, one of four children of an architect who fell on hard times during the Depression. Silber is from a large, devout family that settled amid a community of German intellectuals in Texas who had fled to America during a brief proletarian revolution, 1848 (his own father arrived in America in 1904). Growing up in San Antonio during the D

pression was not easy for a slightly-built, intelligent boy, and it was especially hard on young Silber, whose right arm, deformed since birth, ends in a stump just above the elbow. "Kids were not tolerant of handicaps in those days," says Silber's friend Arrowsmith. "John had to learn to fight."

The instinct to fight evidently has never left Silber. Arrowsmith remembers being among friends at Silber's summer home in Lincoln, Vermont, long after Silber had become president of Boston University and presumably no longer needed to scrap for his dignity. In the afternoons the men would rough-house good-naturedly. They might begin tossing a football around in the yard, and a tackle would become a tussle, and suddenly "you knew with John that he was going to try and *kill* you," Arrowsmith says. "It wasn't play. Suddenly he'd grab you by the throat, and he was going to strangle you to death. He has an instinct for the jugular, and he goes all the way."

Silber does not want to say his family was poor when he was a child; lots of self-reliance and aggressive bootstrapping, he says, made it possible for his father to support a family of six on \$810 a year. The clothes were homemade, and the food had been canned and preserved the season before, but "people lived and bathed regularly, were clean, were disciplined, lived reasonably well." People on welfare today, Silber says, are living in luxury compared with the way

his family lived, and yet they consider themselves impoverished. "People today are just not willing to work as hard as they were willing to work in the '30s," Silber says. The reason? "Luxury destroys."

And adversity, Silber says, "develops talent. Adversity develops virtue." Silber is proud to have faced adversity at a very young age and triumphed over it. By contrast, he believes students today are from a "pampered generation" (sometimes he calls it an "ill-bred" generation), and he sees no reason to soften a rigorous classroom experience because some students can't keep up. "It's our job [at a university] to define a contrived experience of adversity that is constructive in the development of personality, in the development of mental ability, in the development of discipline," he says. And what of those who do not blossom under such conditions? "If anybody finds that freshman year here at Boston University is too much adversity, they quite clearly are not prepared for college."

In fact, Silber thinks lenient teachers do a disservice to their students by giving them false hope. When Silber was about 12 years old, he says, his class was involved in a project called "occupations." Each student was to write an essay on what he wanted to be when he grew up. Silber at the time wanted to be a veterinarian. He interviewed veterinarians to see what the job was like. He drew beautiful pictures of a veterinarian



Silber last year at a 350th anniversary ceremony for Boston Latin School. His address was "In Praise of Excellence." working on a cow and pictures of pigs. He was very proud of his essay, but as the teacher was reading it to herself in the classroom, she began roaring with laughter.

"All of the kids looked up," Silber recalls. "[The teacher] said, 'You know what I am doing? I am reading the occupation theme of one John Silber. You know what he's going to be when he grows up?' And everybody said, 'No, what?' 'He's going to be a veterinarian. Let me correct myself. He *thinks* he's going to be a veterinarian. John Silber, I want to tell you something. You aren't going to be a veterinarian.' And then she

throws her head back and roars with laughter."

Silber insists he did not find this experience crushing. The teacher explained to him that he was physically very slight and that farm animals are very big. Veterinarians were simply much bigger and much stronger than Silber would ever be. "She probably had in mind, 'You've also got one arm, kid, and you might put that into the hopper.' She didn't say that, but she could have, and it would have been perfectly reasonable. If teachers don't tell you the truth, they don't do you any good, because one of the most important aspects of education is self-discovery."

Silber's discoveries early on that he was not going to be a veterinarian, that he would never play the violin, would never be a basketball star, inform his political positions today, especially when filtered through his reverence for excellence. Silber opposes affirmative action quotas in hiring and admissions, not because he worries about their effect on the seniority system or even their cost, but because he believes they muddy the pool of excellence. "All people do not have a right to a [higher] education," he says. "If you legislate that right you will legislate achievement down to the lowest common denominator. You will have to cut down expectations that go with a college degree to the point where ... any stumbling moron qualifies for a

Continued on page 49.

Silber

CONTINUED FROM PAGE 38

PhD." Silber goes so far as to call the notion of quotas "sacrilegious." He believes that God created all men unequal (what better proof than his own impairment?), so trying to legislate equality is "morally wrong," because it opposes God's will.

When Silber was a child, long before he became interested in the philosophy of logic or Kantian reason, he was engaged in lively arguments every day with his brother, Paul, and his father. The three men in the family would sit at the dinner table and debate issues of politics — who had caused the First World War, was Roosevelt better than Hoover — and, Silber says, "we would sit there and eat and enjoy ourselves while we were just arguing furiously." Ronnie Dugger refers to these family discussions as "murderous discourse completely enswathed by love."

Years later, when Silber became a professor of philosophy at the University of Texas, his memories of those family debates were so fond that "I just took for granted that everyone enjoys a good argument." Silber is a brilliant debater: He can take an idea and aim it like a gun. In his classes, Silber employed the Socratic method of teaching, a method that advances one's argument through a series of questions fired at the opponent. "My classes were real Socratic encounters; you know, put a question to them and then you would drive them," Silber says. It never occurred to Silber that some students might have found this method rattling or intimidating.

"These were really exciting classes, and kids loved to come to them, and they would get in there for the fray."

One student who enjoyed the fray in Silber's classes was William Bennett, who is today the secretary of education in the Reagan administration. "It wasn't intimidating; it was quickening," he says of Silber's method. "Silber is frank and manly and direct. There is not enough of that these days. He believes human beings should be spoken to as if they were human beings, not as if they were flowers."

To this day, Silber says, he finds it hard to believe that people are intimidated by him. This is not because he thinks he's a cream puff. On the contrary: Silber says he simply has no reference from which to understand intimidation, because — and he says this unequivocally — "I have never been intimidated by someone since I've been grown. I just don't know what it is like." Such a statement may strain credulity, but Silber attributes his mettle to "being reared with some high religion" back in Texas. The way Silber was brought up, he says, God was something to be feared, but people weren't. "People are just people."

Silber's religious upbringing stuck with him through college: He attended Trinity College in San Antonio, and Yale Divinity School, thinking about becoming a minister. But somewhere along the way Silber turned from theology to philosophy — the love of knowledge. In philosophy Silber found the same disciplined, logical thinking that had challenged him as a child. In Immanuel Kant — the 18th-century German philosopher who has been the subject of Silber's scholarly writings ever since graduate school — he found a moral and logical abso-

oping his own power base, that he might even run for political office. Silber, himself an active Texas Democrat, had worked with Sargent Shriver in John Kennedy's administration to develop the national Head Start program in the early 1960s. He was chairman of a statewide committee to abolish the death penalty, and he earned points among integrationists for standing in defense of a young black woman's right to play the lead in the school opera. Erwin engaged Silber in a vicious power struggle by manipulating Silber into a kind of proxy battle with the university president. The details of the battle — over whether to cap enrollment or to expand — are relatively unimportant now. Silber knew what was happening, but he was powerless to stop it. In July 1970, with five of Erwin's nine regents agreeing, Silber was fired as dean.

Silber's experience with Erwin didn't stop him from engaging in *Macht-politik* once he came to Boston, however. From the start Silber developed a good working relationship with Boston's mayor, Kevin White; he contributed \$1,000 (the legal maximum) to White's 1979 campaign, and White's wife, Kathryn, did consulting work briefly for the university. This relationship smoothed Silber's path as he pursued BU's manifest destiny: the acquisition of 123 city properties over 15 years, mostly between Kenmore Square and the university's west campus at Babcock Street. Silber annexed what he calls the "derelict" neighborhoods around Kenmore Square and Audubon Circle in order to create a "physically coherent" campus, and the Boston Redevelopment Authority under White was remarkably patient with Silber's failure to

produce a promised "master plan" for student housing expansion despite howls from neighborhood groups worried about being displaced by BU.

After White dropped out of politics in May of 1983, Silber hired him — at a reported salary of roughly \$100,000 — to teach in the College of Communication. The appointment got Silber invited to appear before the federal grand jury still investigating White's administration. The grand jury, Silber says, wanted to question him about a \$4.5 million gift the John Hancock insurance company — whose chairman, Gerhard Bleicken, was also vice chairman of BU's board of trustees — gave BU in 1983 for its new science and engineering center. Was there a connection, the grand jury wanted to know, between the gift and a favor the White administration had granted Han-

cock years before by allowing Hancock to build its famous glass skyscraper in the Back Bay without razing its old Clarendon Street building to create a corresponding amount of open space? Was there a connection between the gift and White's appointment?

Silber says the \$4.5 million gift was just a form of "linkage" — payment from Hancock to the city. "The City quite reasonably expected a contribution in exchange for the advantage granted to the company by the City," Silber wrote in a letter to the student newspaper, *The Daily Free Press*. It may appear odd that a gift to a private, tax-exempt university would be an acceptable linkage payment to the city, but Silber has a ready explanation: BU, he says, is a "victim" of Boston's decision, more than two decades ago, to redevelop seedy old Scollay Square, which Silber says

forced the detritus of that area into Kenmore Square, contributing to its deterioration as a neighborhood. It is only just, Silber says, that the city should compensate BU for the damage it did to "the entrance" of its campus. The contribution to the science and engineering center will go a long way toward renewing Kenmore Square, Silber says, thus satisfying the city's "obligation" to the Boston University community. As for the White appointment, Silber says that the Hancock gift came in January 1983, five months before White announced he was not seeking another term in office, so there could not have been a quid pro quo at the time.

This kind of rationalization, Dugger says, is a perfect example of how Silber the politician may conflict with Silber the philosopher: "Are we to apply the same standards of conduct we

get from his deification of the pursuit of excellence to his standards in hiring Kevin White? No. You see, there is something very complex going on here, someone operating in three different realms knowingly."

In the fall of 1970, Silber, out of a job but under consideration at several institutions, arrived at Boston University for an interview by a 21-member search committee of students, faculty, and trustees. From the start, he led no one to believe that his would be a maintenance administration. In his discussions with the committee he reportedly was caustic, sarcastic, scornful of the university, but assured and persuasive about where he wanted it to go. Other candidates for the presidency, committee member Nancy Faries said when she cast her vote for Silber, "will lead us slowly and carefully wherever we have to go. Dr. Silber will pick us up and throw us, and I'm afraid we need to be picked up and thrown."

Silber is fond of saying that when he assumed the presidency in 1971, he found Boston

University in a financial and academic shambles. He also found a community of students and faculty fully engaged in the liberation movements of the 1960s. Campus activism was thriving: The previous spring a student strike to protest the killings of antiwar demonstrators at Kent State had succeeded in shutting down Boston University and canceling graduation ceremonies. The student union officers were all leftists of one stripe or another who sponsored not just rock concerts but demonstrations against tuition increases or the presence of Marine recruitment officers on campus. A popular course in the College of Liberal Arts was The Radical Critique, a class taught entirely by students that covered such topics as Zen Buddhism, women's liberation, and prison reform. Student demonstrators had hounded ROTC — the campus military program — until it moved off campus.

Once installed in the president's office on Bay State Road, Silber moved quickly to neutralize the student protests and consolidate control of the university. He went after the student activities fee, which had been automatically attached to

each student's tuition bill, calling it "taxation without representation." He made the fee voluntary, which immediately reduced the budget of the student union by almost half. He had students arrested for blocking university property, saying the BU campus was going to be open to everyone, including Marine recruiters. He brought ROTC back. In the spring of 1973 he began prosecuting student demonstrators, both on criminal trespass charges and under the university's own "provisional code of student conduct," which Silber initiated at the request of faculty who hoped it would bring a logical process to the protests on campus. The code triggered its own round of protests by students and faculty who thought it was rigged, because Silber appointed the members of the council that ruled on code infractions.

Today Silber exercises strict control over student life at BU. He has declared that he will not tolerate the construction of a symbolic shanty on university property, built by students to protest BU's continued policy against divesting its holdings in businesses with ties to South Africa. Such con-

structions are not symbolic examples of free speech, Silber says, but rather, "nothing more serious than the temper tantrum of a child." Last year Silber had 11 students arrested for refusing to leave the site of a shanty they had constructed in front of the student union.

Silber has made the student activities fee mandatory again, but now it is more closely controlled by the administration; approval by the dean of student life is required for the leaflets, lectures, or performances funded by the fee. Last year Silber engaged in a battle with Yosef Abramowitz, then a junior majoring in Jewish studies, who flew a banner with the single word "divest" from his dormitory window on Buswell Street. Abramowitz first was visited by officials from the university office of residence life, who removed the banner. Abramowitz persisted in hanging the banners and eventually received an eviction notice from Mary Eaton, the university's director of residence life. Then Eaton warned him of further disciplinary action, that is, expulsion from the university, if he continued to post the signs.

Abramowitz and three other students who had hung banners to support him took the university to court with the assistance of the Civil Liberties Union of Massachusetts. Judge Edith Fine of the Massachusetts Appeals Court issued a preliminary injunction last May prohibiting BU officials from entering students' rooms in order to remove the signs. Fine also ruled that the four students could continue to place banners, without fear of reprisal, inside and outside their dormitory windows, provided the signs not touch the brick of the building. This past September Abramowitz, a serious activist who writes a regular column in *The Daily Free Press* and who went on a two-week hunger strike last year to protest the South Campus plan, is now moderating the policy to balance the rights of the students with the concerns of the neighborhood."

Silber says his dispute with Abramowitz has nothing to do with the particular sentiments he expressed. Students, Silber says, "do not have the right to trash the campus."

Silber's fans say kids today need this kind of discipline. "Time and again," says acting dean Maitre, "parents come up to me and say, 'Do you know why I send my children here? Because of this man, this ogre.' I have heard the term applied positively."

Silber's own children (there are seven; six girls and a boy) were certainly not pampered while growing up. "They each shared in the household chores," Silber says, "and were expected to complete their schoolwork on a timely basis and perform at levels appropriate to their ability." It is a measure of the strength of John Silber's influence that each of his children in one way or another mirrors his own interests and goals. One daughter, Alexandra, fulfilled Silber's childhood dream and became a veterinarian. Another daughter is completing a PhD in musicology from Yale (Silber took a second major in the fine arts and a minor in music in addition to his degree in philosophy and religion). All seven children took music lessons at one point or another, all attended universities where Silber had worked or studied, and each was exposed to a broad, interdisciplinary education. Even the daughter who is majoring in mathematics at Boston University has also studied sculpture at BU's School for the Arts.

While he was ridding the campus of unsightly demonstrators, Silber also was busy reorganizing both the university's faculty and its finances, which were so poorly managed that BU actually had \$3 million deposited in a no-interest checking account. Silber offered an-
nounced the university's professors program, whose members were adept at coaxing money

Continued on page 59

Silber's world view

BU's campus boundaries extend farther than you think

John R. Silber's pursuit of excellence has led him far afield — to Third World continents whose fledgling democracies Silber feels are essential to "excellence as it pertains to the life of the mind." Given how Silber's philosophy is personified throughout his administration, it is no surprise that a kind of world view has emerged at Boston University. "We may be the only university around that has a foreign policy," says one BU professor with views opposed to Silber's.

Silber's foreign policy is anti-communist and interventionist, a combination that places him to the right of most national leaders in his chosen (Democratic) party. He got his first real taste of international policy making in 1983, when President Reagan appointed him to the National Bipartisan Commission on Central America (the "Kissinger commission"). Now Silber is a board member of *Radio Martí*, a government anticommunist broadcast intended to liberate the airwaves in Cuba. He supports the contras in Nicaragua, the mujahedin in Afghanistan, and the guerrilla forces of UNITA in Angola. He opposes American sanctions or institutional divestment

as a means to end apartheid in South Africa. He promotes these views through the university's publications, its lecture programs, its centers and institutes, and, of course, through his many newspaper and magazine articles and appearances on the lecture circuit.

Silber is a vice president of the United States Strategic Institute, a defense-oriented think tank in Washington, D.C., founded in 1972 by Arthur Metcalf, chairman of Silber's board of trustees and president of the Electronics Corporation of America. Other institute directors include nine retired military admirals and generals and former national security adviser Richard Allen. The institute produces a quarterly journal called *Strategic Review*, published jointly with Boston University's on-campus Center for International Affairs. Joachim Maitre, the East German defector whom Silber recently named acting dean of BU's communication school, is the *Review*'s foreign editor. Over the past year the *Review* has published articles by US Sen. Dan Quayle (R-Indiana) on the failure and futility of SALT; by Freedom House director Bruce McCollm on potential weak points in Castro's Cuba;

and by Hoover Institution fellow Angelo Codevilla on the folly of the Contadora peace process in Central America.

A year ago Silber instituted the World Leaders Forum, a university lecture program that honors foreign leaders who promote Western economic and political values. Among those whom the program has brought to BU, or who are scheduled to speak, are the anti-Castro Cuban Armando Valladares, who was a political prisoner in Cuba for 22 years; El Salvadoran President Jose Napoleon Duarte; Philippines President Corazon Aquino; the South African Zulu Chief Mangosuthu Buthelezi, who opposes international sanctions against the Pretoria government there; and Swiss President Kurt Furgler, an outspoken opponent of foreign trade restrictions.

American universities have come under fire in the past few years from the conservative hit squad Accuracy in Academia, and more recently from Secretary of Education William Bennett, for promoting "liberal bias" in the classrooms. But Les Csorba, director of Accuracy in Academia, thinks Silber's BU is a refreshing departure. "You [usually] have a liberal elite and mind-set where you find a high frequency of condemnation of right-wing countries but hardly anything on the communists," he says. "It's good to see someone like Dr. Silber addressing those concerns." Bennett says Silber "has tried to restore intellec-

tual balance to the program" at BU.

Two new projects that please Bennett and Csorba emanate from the university's College of Communication. With the help of a \$180,000 grant from the US Information Agency, acting dean Maitre is setting up a journalism program in Pakistan to train Afghan rebels in how to disseminate "news" of their fight against the Soviet-controlled government in Afghanistan. The program was bitterly condemned by many in the journalism department; communications dean Bernard Redmont, became so distressed that he resigned his post.

Back on campus, journalism professor Lawrence Martin, a Czechoslovakian exile who fled the Russian invasion of his homeland in 1968, will direct the university's incipient "center for disinformation," designed to teach students how to recognize, and produce, political disinformation of both the Soviet and American variety.

Acting dean Maitre finds nothing untoward about teaching journalism students how to write propaganda. "It is rather naive to believe that under no circumstances must a democracy involve itself with disinformation," he says. Asked if such disinformation should be defensible only in times of war, he says, "You cannot distinguish, because we are now at war, cold war. The term is very much alive." — RENEE LOTH

Silber

CONTINUED FROM PAGE 56

from private and government granting agencies; the amount of grant income at Boston University has tripled to \$47 million during Silber's years.

For his troubles Silber received a heap of abuse, particularly in the early years, from faculty, students, deans, and even a few trustees suffering from the "absurd notion," as Silber might put it, that their opinions were equally valid. They circulated petitions, organized demonstrations, and engaged in shouting matches with Silber at meetings and rallies. This was a generation whose maxim was "question authority," and Silber flaunted his. Silber suffered through demonstrations, death threats, armed guards, and arson (in the early 1970s Silber lost the only copy of a manuscript on Kant he was writing when a fire destroyed part of his house). "The malice quotient around the place," recalls Arrowsmith, "was really out of sight."

Silber's troubles culminated in 1976, when 10 of the univer-

sity's 15 deans and several hundred faculty members called for his resignation. But Silber survived the attempted coup; the university trustees voted to retain him as president. Luckily for Silber, the trustees appeared to have adopted his operating philosophy: Since BU is a society of nonequals, the majority opinion of the deans was just not sufficiently "valid" to be heeded. Apparently, Silber had learned a lot from his experience with UT's regents chairman Frank Erwin. Indeed, Silber has grown very close to his chairman on the BU board of trustees, Arthur Metcalf; he dedicated to Metcalf the university's spectacular \$100 million science and engineering center, and the Metcalf Cup, the university's most prestigious teaching award, was established in 1974. Metcalf, meanwhile, sold Silber about 2 percent of the stock in his Waltham engineering company, Electronics Corporation of America. Sometime thereafter, a subsidiary of Rockwell International announced it was buying ECA's stock, a transaction that is expected to net John Silber \$2 million.



Silber in his office at Boston University: "In order to create excellence, one has to break that stranglehold that the second-rater would impose on a program to resist its improvement."

More or less in the wake of the aborted coup, all of the deans, a few vice presidents, and many faculty who had opposed Silber were fired or resigned, including several whom Silber himself had appointed amid pronouncements of excellence. "Revolution," Silber says today, "is a right that is asserted only if one is prepared to win." Silber was talking about

political revolutions generally, but it's a truth he has assiduously applied to his own rule. After a coup has failed, there can be no lame ducks, only dead ducks.

Silber and his supporters think all the trouble was necessary to transform BU from the financially shaky, entropic urban institution that

Silber found to a tightly centralized, dynamic system with record-high enrollments and a \$132 million endowment. "There was no way, in my opinion, that anybody could have come in here and done what had to be done without creating hostilities, animosities, and counterforces," Silber says today. "I was going to carry out that objective of achieving excellence, but that had its consequences of resentments and turmoil."

And what of the student who does not blossom under adversity, the faculty member who does not enjoy a Socratic encounter, the dean who believes his opinion is as valid as Silber's even when it is a different opinion? Under John Silber, Boston University is no longer a place for them. Silber has no regrets about this; he spent the formative years of his life making sure he would never be pitied, and he does not pity anyone else. Even Silber's friends and supporters think his tactics are sometimes extreme, but Silber is secure in his belief that extreme actions are taken for the university's own good. In the pursuit of excellence, after all, extremism is no vice. •

Janet Kacott, The Boston Globe

Body of kidnaping victim is found in Maine

(Woman was abducted in Dec. 3 robbery — Page 13)

The Boston Globe

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SATURDAY Partly sunny, 30
SUNDAY Cloudy, near 30
HIGH TIDE — 1:48 a.m. 1:56 p.m.
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White reportedly to teach, consult at BU



KEVIN H. WHITE
To comment after vacation

Salary called 'around \$100,000'; memoirs, television commentary also expected

By Ed Quill
Globe Staff

The future plans of Kevin H. White are expected to include a job at Boston University that will pay "around \$100,000" a year, according to sources close to the former mayor.

White is also expected to do political commentary on television and write his memoirs, the sources said.

In addition to lecturing at BU,

whose president, John Silber, is a longtime friend, White's apparent role there is also said to include political consulting on the national level, a position in which he will seek federal grants. The combined job will pay "around \$100,000," sources said.

BU's official response to an inquiry about White's role there was issued Thursday by Robert L. O'Rourke, assistant vice president for public relations, who said: "Although preliminary dis-

cussions have been held between Boston University and Kevin H. White over the possibility of May or White's joining the faculty of the university, nothing has been made final, if and when such an appointment is made, a public announcement will be issued."

Nevertheless, sources said White will take the job and referred to the close association between White and Silber, including the relative ease with which university expansion has been han-

dled and approved by White's administration over the years. Silber was in Washington yesterday and could not be reached for comment.

Sources said White has agreed to write either his memoirs or a history of Boston politics and that the book is expected to be published by Atlantic Monthly magazine, which also publishes books through Little Brown and Co.

WHITE, Page 12

Jobless rate dips to 8.2% in Dec.

1983 decline is 30-year mark

By Jane Seaberry
Washington Post

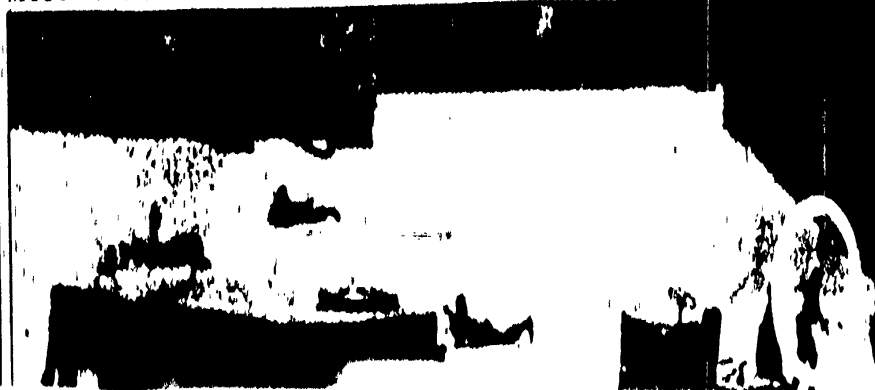
WASHINGTON — The nation's unemployment rate dropped to 8.2 percent in December, marking the steepest 12-month decline in the jobless rate in more than 30 years, the Labor Department announced yesterday.

The department reported that four million people have found work since the recession ended in November 1982.

The unemployment rate, after peaking at 10.7 percent in December 1982, has now reached the lowest point in more than two years. It dropped 0.2 percentage points from

Cablevision planning to alter basic Hub service

MYSTERY MAN



Said an opposing neighbor then: "There is no housing policy. It's all ad hoc decisions by the mayor. If the mayor had lunch with Silber, it's done. What are two blocks - after lunch."

When the John Hancock Mutual Life Insurance Co. was seeking BRA approval to build its tower in Copley Square in 1969, the firm agreed to tear down its old Claren-

In addition to lecturing at BU, whose president, John Silber, is a longtime friend, White's apparent role there is also said to include political consulting on the national level.

don street building and create a city park. Another idea was to use the building as a children's museum, but the museum was located at Fort Point Channel.

Later, the company said it needed the building, after all, and the BRA allowed them to keep it.

But Hancock officials conferred with White over other plans to offer something to the city. The only thing tangible to come from the company was a \$4.7 million grant to Boston University to be used toward building its technical center, the plans for which were approved by the BRA.

Yesterday, BRA spokesman Ralph Memolo quoted BRA Director Robert J. Ryan as saying there was no connection between the Clarendon street building and the company's grant to BU. "Ryan said the building remained on the tax rolls, provided space for a major employer, was architecturally significant and that there was already open space in Copley Square," he said.

Last year's opening of BU's bookstore and shopping mall in the Kenmore square area was the result of the BRA's designation of the site as a Commercial Area Revitalization District, which made the project eligible for Massachusetts Industrial Revenue Bonds.

As a result, the BU-connected corporation that built it got \$7.2 million in revenue bonds at about 50 percent of the prime rate. In addition, the Bank of Boston approved a \$2.6 million mortgage at the prime rate, plus one-eighth of a percent, and made available a \$1.5 million capital loan at the prime rate to cover initial operating expenses.

INSURANCE COMMISSIONER

Arthur J. Romillard, chairman of CAR's governors, defended the raise but said he- CAR's salary levels would be resolved to ev satisfaction after further consultation wi ranking state officials.

"We will do the best we can with the reser are allowed to use," said Romillard, adding, "nor is the board - about to stand up to the stoner and the governor on this."

LaFontaine declined to comment on the m spokesman said he had been advised to keep CAR's attorneys.

In the spring of 1982, LaFontaine, then ing the Gardner area, resigned as House chu the Legislature's Joint Insurance Committe the job that then paid \$60,000. In Novemb board of directors unanimously voted to inc Fontaine's salary to \$80,000 and submitted t mendation to Hiam. Hiam approved it, with tions about its size, two days after Christma

Thursday, Dukakis asked Hiam to recor approval of LaFontaine's pay increase and te its level only to other managers in governm cies rather than to private insurance executi had already rejected a pay increase from \$ \$67,375 for LaFontaine's chief assistant a: acting president, Robert Konicki.

CAR is the agency that guarantees insu: erage for about half of the state's 3.3 millio Until last week, CAR was known as the 1 sets Motor Vehicle Reinsurance Facility.

Romillard, who is also chairman of the The Commerce Insurance Co., said that pay scales to state salary levels could prove ly in others ways.

"Executives at CAR are held to a high deg formance and their salaries must be comme said Romillard. "I really am afraid that if we state salary schedule we will have trouble and holding people able to keep the perform par."

Romillard said that many of CAR's fina actuarial specialists are in demand by priv ance companies.

According to Romillard, one of the probi lowering the president's salary is that it "cor CAR salaries across the board.

Ellis jailed after for birth certific

By William Doherty
Globe Staff

Suspended State Police Cpl. Arnold W. convicted drug smuggler, was jailed last n: federal judge revoked his bail because of a Tuesday when Ellis applied for a copy of h: tificate at Gloucester City Hall.

Ellis had been free on \$100,000 bail penc peal of his conviction and 12-year prison se smuggling 18 tons of marijuana into Glo 1977.

US District Judge Robert E. Keeton to over to federal marshals after a day-long which Ellis claimed the incident involving certificate was all a misunderstanding.

Pauline Brody, an employee in the Glou clerk's office, testified that Ellis appeared ir Tuesday and asked for birth certificates fo his wife, Harri, and his 18-year-old son, Arr lis 3d. Brody said Ellis told her he wanted cates for "travel outside the country."

Ellis, however, denied saying he wante outside the country and said he was willing polygraph test to prove he had no intention

He said his primary purpose in going to t office was to get a birth certificate for his w vacationing in Bermuda and needed it to re United States because she does not have a Ellis said he mailed the birth certificate to m muda immediately after obtaining it.

His son needed the certificate, Ellis said for a gun permit.
ELLIS, Page 15

in another area, George K. Regan Jr., White's chief spokesman for the past five years, has been retained as a consultant by Mugar Communications Inc., a company owned by David Mugar, who is also chairman of the board at WNEV-TV, Channel 7. Regan also will write an occasional column for The Herald, the newspaper announced this week.

It is believed, sources said, that part of the Mugar arrangement is to bring in White as an occasional political commentator on news and feature programs, as well as to call on him as a political consultant who knows how the system works at City Hall and the State House.

Asked about White's career plans, Regan said he would have no comment at this time. White is vacationing for two weeks in the Virgin Islands and could not be reached for comment. Regan said White would announce his plans when he returns.

But White's step toward BU is the latest in a long relationship between him and Silber. Reports on that relationship in the media over the past few years include:

• White's wife, Kathryn, has been a part-time consultant for BU on elderly affairs and health care, earning between \$10,000 and \$20,000 annually. And several of White's appointments - especially on the Cable Television Access Board - were from BU, including University Vice President Daniel J. Finn.

Once White awarded Cablevision Systems a 15-year license to build Boston's \$95 million system two years ago, a nonprofit foundation was established to handle access. White named Finn to head the foundation and said Finn would make all appointments to it. In the end, many of those appointed had political connections to White or academic connections to BU.

Finn did not return several calls to his office this week.

• Four years ago, BU signed a cooperative agreement with the city, pledging in spirit, if not in letter, not to acquire property without a 60-day notice for its campus in an area between an alley off Buswell street and Beacon street. In 1981, however, BU acquired, without comment from city officials, 13 buildings fronting Beacon street between the Massachusetts Turnpike and Park Drive in the Audubon Circle area with a total of 137 rental units, almost all of which were converted into dormitories.

White's administration, which had on occasion delayed institutional expansions, apparently sanctioned decisions by the city Board of Appeals to grant BU the right to use the buildings as dorms.

beginning of the re- number of blacks did rise at a slightly than that of whites. ur unemployment rose from 17.7 per- mber to 17.8 per- ath - is more than as that for whites. d from 7.3 percent during the same

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CALENDAR

BU center gets \$6m in 2 gifts

Boston University President John R. Silber announced yesterday that two record breaking gifts totaling \$6.1 million will help the university speed completion of its \$49 million Science and Engineering Center.

The center involves construction of two buildings and the renovation of seven others in a four block area between Commonwealth Avenue and the Massachusetts Turnpike. Work began last September and is scheduled to be completed by September 1984.

The two new buildings will be a five-story engineering structure on Babbutt Street and a building on Cunningham Street that will house five theaters. The theaters, replacing the three-cinema Nickelodeon complex nearby, will be used as lecture halls during the day and as movie houses in the evening.

One of the two gifts, \$4.5 million from the John Hancock Mutual Life Insurance Co., was described as the largest donation in BU history. The other, a gift of computer equipment from Digital Equipment Corp., was called the largest gift of equipment ever made to the university.

Silber praised the generosity of both companies during separate presentations Tuesday, according to statements issued by the university. He accepted a check from John G. McElwee, Hancock chairman and chief executive officer, at the company's Boston headquarters. And he met with Digital Equipment president Kenneth H. Olsen at that corporation's Maynard headquarters.

The center will "allow the university to consolidate its position as a major resource for New England's fast growing high technology industries," according to a university statement.

In addition, Silber said the center will help revitalize Kenmore Square and offer substantial new employment both during and after construction.

Ch. 5 newsman Boyd hurt in Rte. 128 crash

Associated Press

WCVB-TV (Ch. 5) newsman Jim Boyd was injured yesterday in a chain reaction crash while driving to work on Rte. 128, but spokesmen said he escaped serious injury.

"He's in good shape. He's a very lucky guy," said Burt Peretsky, public relations spokesman for WCVB. "He has lacerations on the back of his head and some kind of puncture injury on his right foot. He was conscious throughout, talking throughout."

Peretsky said Boyd's car was totaled and he was removed from the car by a "Jaws of Life" extraction tool. Glover Memorial Hospital in Needham listed Boyd in stable condition.

Massachusetts State Police Trooper Jack Hayes said the accident, which occurred about 9 a.m. in the southbound lane near the exit for Rte. 9, involved four cars and a tractor-trailer rig. He said Boyd, believed to be the only person injured, was taken to hospital by a Needham Fire Department vehicle.

Boyd, who has been at Ch. 5 since March 1979, was driving to his car when his way to the



MARIO VELEZ
1979 photo

Another version of police shooting

The mother of a 17-year-old Roxbury youth who was critically wounded Monday when he was shot in the knee by a police officer said yesterday a witness has told her that her son was not trying to run the officer down with a car as police and other witnesses have claimed.

Aurora Soto, of Savin Street, told her story yesterday morning to Deputy Supt. John Gifford at District E police station in West Roxbury. She is the mother of Mario Velez, who remained in critical condition yesterday at Faulkner Hospital in Jamaica Plain.

According to Soto, a 15-year-old Jamaica Plain boy is willing to testify that the car Velez was driving was stopped when Patrolman John Doherty fired his gun. Her son, she said, claims he stopped trying to get the car out of the tight space on Bishop Street in Jamaica Plain when Doherty drew his gun, aimed at the youth, and threatened to shoot.

"When he saw the gun, he stopped," Soto said.

Police and two other eyewitnesses say Doherty fired as the car came toward him. Doherty was treated at Faulkner Hospital for a leg injury suffered when the stolen car brushed him. Gifford said Doherty did not draw his gun until the car hit him. The eyewitnesses interviewed by The Globe said they did not notice when the officer unholstered his weapon.

At the time of the shooting, Velez was boxed in by a police cruiser to the rear and a stolen car in front of him. Police recovered three stolen cars, including the one Velez was driving, at the scene.

Gifford told Soto that police would interview the new witness once they had his name. He added that there was "overwhelming" evidence corroborating Doherty's story.

"That's the way it is," Soto responded. "Every time I hear that, I cry."

Not a stick just a mix

Charges of bank robbery were terday in Waltham District Court against a young woman who police believe is a prankster.

Barbara Auhill, 18, of Waltham, charged with trying to rob the Trust Co., 600 Main St., Waltham.

As explained by Lt. Edward Waltham police, Auhill went into the bank, withdrew \$40 and filled out a check. She picked up from the lobby. The teller turned over the slip to start saw printed on it, "This is a \$50,000."

The teller put about \$2000 in gave it to Auhill, a University of home for Christmas vacation placed into the bag an explosive, ing a red dye, which exploded. Auhill left the bank.

Auhill returned to the bank, bag had exploded, Gaudet said, the bank had locked the doors, was al procedure after a holdup.

The fact that she returned to the bank she may have been "the victim," Gaudet said, "but we anyway."

Auhill's attorney, Jack McArthur, told him she had not given when the teller handed her a bag, "I handed me the bag, but I'm anything of it. My mind was away," she told him. Moscardelli.

The holdup note was submitted writing experts, both of whom writing of the note on the back of al slip was not Auhill's.

Moscardelli said the handwriting was speeded up and that Gaudet charges now so Auhill could return tomorrow to resume her studies.



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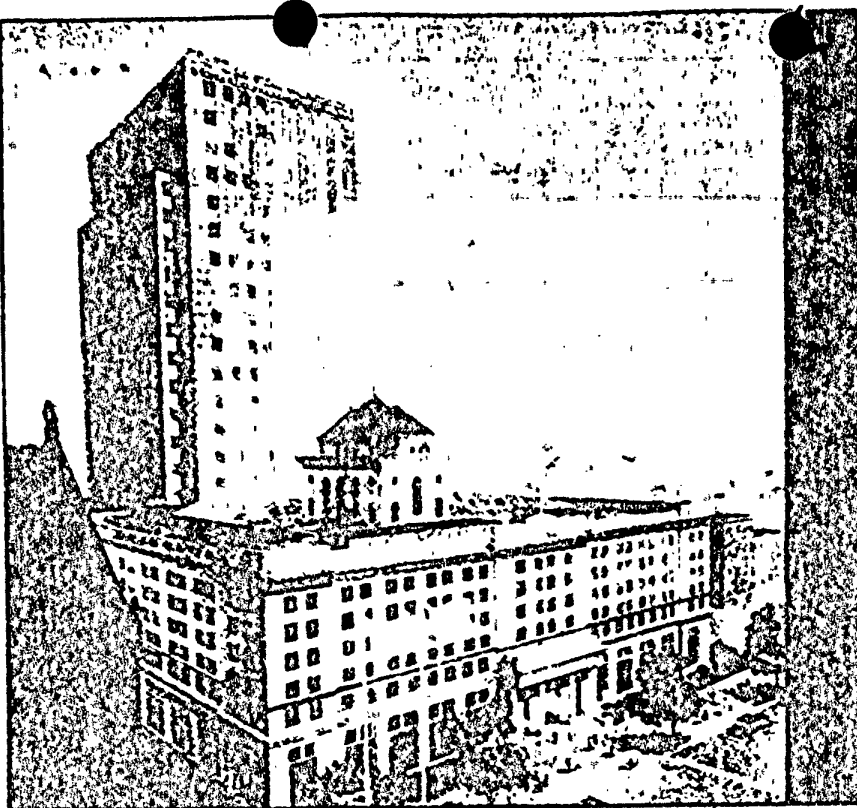
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The Clarendon Building on Berkeley street.

FYI 2/12/83

Hancock to renovate Clarendon Building

By Anthony J. Yudis
Globe Staff

John Hancock Mutual Life Insurance Co. has announced it will start major rehabilitation construction work in May on the eight-story Clarendon Building between its 60-story tower on Clarendon street and its older 26-story Berkeley Building on Berkeley street.

When the \$35 million construction project is completed, the restored block-long building will have 350,000 square feet of prime office space on eight floors and 5000 square feet of basement space that will house an exercise and jogging area with showers and lockers for Hancock employees.

The building is bounded by Stuart and Clarendon streets and St. James avenue, and connected at ground level to the Berkeley Building. It also is connected to the tower across Clarendon street via an underground tunnel.

Paul Rennie, a second vice president of building management and construction for Hancock, said that half the office space will be used by Hancock and the other half will be leased to outside tenants.

"Renovation will help serve our anticipated space needs for the foreseeable future," he said, "and at the same time the

building will continue to be a tax-producing property for the city of Boston."

Under an agreement with the city when Hancock built its 60-story tower, the Clarendon building was to have been demolished to make way for a public plaza and a smaller building. But city officials later changed their minds about the plaza concept and agreed to change the original agreement at Hancock's request.

The building has been in a state of disrepair and vacant since 1976. Jung/Brannen Associates of Boston are the architects and work will be completed by the end of 1984, said Rennie. Considered an example of Art Deco architecture, the building originally was built in two phases. It was completed as a four-story building in 1922. In 1926 another four stories were added. In 1924 it won the Harleston Park gold medal for distinguished architecture, a coveted award recognizing good architecture in the city of Boston.

The building will have two skylighted glass-walled atriums crossed by bridges at seven levels. Offices will overlook the atriums. The existing limestone facade and cast metal carvings will be restored. Only minor exterior changes will be made, said Hancock officials. The ground floor will have landscaped garden spaces.

Business stocks at 2-year low

Associated Press

WASHINGTON - With a brisk 1 cent increase in sales, the nation's manufacturers, wholesalers and retailers their January inventories of unsold fall to the lowest point in nearly two government figures indicated yesterday.

The month's 0.5 percent decline inventories put the total value of goods warehouse shelves and backlots a billion, the least since May 1981.

With sales rising, the Commerce department report said, the ratio of inventories to sales - a figure that company managers like to keep low - dropped 1.47, the lowest since last May. It had been 1.51 in December.

However, even though such a might speak well for company efficiency, economists generally agree that an increase in inventories would be a bad sign. By their reasoning, such a decrease would indicate business was losing confidence the national recovery would last and therefore was increasing production to deal with expected demand.

Robert Ortner, Commerce department economist, said the new report that "inventory cutting was still a threat in January," though the decline was less than in November and December.

In particular, he said, "manufacturers still seem intent on cutting their inventories some more."

However, Ortner said, he expects that are now lagging at the retail pick up in March, with businesses beginning to rebuild inventories during April-June quarter.

He said he still believes the recovery ended in December, "and I don't see the recovery to stall out."

The report said sales rose to a \$340.4 billion in January, including a 10 percent increase for manufacturers and a 1 percent gain for wholesalers and a 1 percent decline for retailers.

GM-recall 491,000 of its cars

Associated Press

DETROIT - General Motors Co. calling an additional 491,000 of 1981- and 1982-model Chevrolet and Pontiac T-1000s because of engine compartment fire hazards, GM said yesterday.

ANNUAL MEETING

STILL TALKING

(Mount Clipping in Space Below)

(Indicate page, name of newspaper, city and state.)
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 THE BOSTON GLOBE
 BOSTON, MA.

Date: 9/10/86
 Edition: MORNING

Title:

Character:
 or
 Classification:
 Submitting Office: BOSTON

Indexing:

US probers eyeing documents on White-era building projects

By Michael K. Frisby
 Globe Staff

The US attorney's office is scrutinizing city documents relating to six development projects, four of which were approved during former Mayor White's last year in office.

The probe follows previous investigations by a federal grand jury into White's fund-raising activities and irregularities in Boston's building-permit process.

In a letter to the Boston Redevelopment Authority, Assistant US Attorney Alexandra Leake requested specific BRA documents on the development projects at Co-

lumbia Point, Government Center Garage, Rowes Wharf, the Clarendon Building and Parcel 7, as well as a sixth unidentified project.

City Hall sources said the Aug. 4 letter, a copy of which has been obtained by the Globe, was sent after the US attorney's office issued a subpoena requesting all BRA records relating to development projects reviewed by the agency from 1980 to 1983, the last three years of the White administration.

City officials, the sources said, have cooperated with the request for information on development projects but were unable to locate

copies of former BRA director Robert Ryan's meeting calendar and telephone log, which reportedly were also specifically sought in the subpoena.

Ralph Memolo, a BRA spokesman, issued a statement last night acknowledging that the agency received a grand jury subpoena in mid-July, requesting numerous documents.

On Aug. 4, 1986, the US attorney's office clarified this request for documents by requesting specific memorandum and minutes of BRA board meetings," said Memolo. "It is my understanding PROBE, Page 11

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■ PROBE

Continued from Page 1

that each item requested relates to development projects approved under the prior administration. The BRA has not opposed any request for documents and is cooperating as fully as it can in the grand jury investigation.

Memolo said the request for documents has been handled by Robert McNeill, the agency's chief general counsel and Kane Simonian, secretary to the BRA board.

Yesterday, Robert J. Cordy, who is chief of the US attorney's Public Corruption Unit, said he could not respond to questions regarding any agency request for city documents.

Thus far, the extensive federal probe of alleged corruption in city government has resulted in a number of indictments in connection with the building permit process in the Inspectional Services Department. Twenty individuals, 11 of them city officials or former city officials, have been indicted. Of the 20, 15 have been convicted and five are awaiting trial.

Sources who have followed the probe said the letter to the BRA seems to indicate that investigators are changing the focus of the probe to development issues. Three years ago when the probe began, federal authorities were reportedly interested in the fees col-

lected by lawyers and architects involved in major development projects.

City officials said federal authorities have frequently issued blanket subpoenas for many documents, possibly to hide the topic being probed. But they said the letter from Leake asked for details, most of which are public record, documenting whatever action the BRA Board took on the six development projects.

Of the six projects, four were approved by the BRA during White's last year in office.

● In May 1983, The Beacon Companies of Boston was designated to build the Rowes Wharf project, a \$150 million hotel, restaurant, retail and office complex on the waterfront.

● In August 1983 a group headed by local developer David Nassif was designated to build a \$100 million hotel on Parcel 7, now a BRA parking lot on Congress Street near the Haymarket MBTA Station. The project has not yet been started and Nassif has taken a lesser role in the development team, which is now headed by Richard Rubin, a Washington-based developer.

● In October 1983 Corcoran, Mullins and Jennison Inc. of Quincy was designated to build the \$165 million Columbia Point housing development, which has

not yet begun construction.

● In December 1983, the Government Center Parking Garage was sold by the city to Rubin for \$20 million. Rubin and his partner, former Massachusetts Attorney General Edward J. McCormack, have plans to build 250,000 square feet of office space atop the garage at a cost of \$37 million.

US authorities also requested information on the \$18 million renovation of the Clarendon Building near the Hancock Tower. That project received BRA approval in August 1982.

The US attorney's office also asked for data on a waterfront development project that could not be identified from the letter.

Not following probe

Yesterday, former Mayor White said he "does not follow" the federal investigation and has no idea why investigators would review development records.

"They have been looking at BRA records for the last four years," said White, who was reached by telephone at his Boston University office. "I don't have the vaguest idea what they are up to."

Meanwhile McCormack, who is a close friend of White and served as an attorney on several of the development projects, including Rowes Wharf and Government

Center Garage, said he has no idea what they are looking for.

McCormack said he has had no correspondence with federal investigators. Noting that his firm has represented a number of developments in the city, he said it would be difficult not to look at properties he has represented.

(Indicate page, name of newspaper, city and state.)

Date: 9/30/86
Edition: Boston Herald
Title:
Character: 194C-450
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Classification:
Submitting Office: Boston
Indexing:

194-C-450

194C-450-Sub E-4

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SEP 30 1986	
FBI-BOSTON	

FBI/DOJ

BU president 'rips' grand jury corruption probe

By BRIAN MOONEY

BOSTON University President John Silber was among several witnesses testifying before a federal grand jury probing major real estate projects at the end of Kevin White's administration.

Sources said Silber expressed outrage at being subpoenaed during his grand jury testimony and called the U.S. attorney's probe a waste of time.

Prosecutors have asked Silber and others about BU's relationship with then-Mayor White and the John Hancock Mutual Life Insurance Co., sources said. They apparently have fo-

cused on a series of seemingly unconnected events from 1982 to 1984 involving all three.

Those events, sources said, include:

- The Boston Redevelopment Authority board decision in August, 1982, to relieve Hancock from a 1968 pledge to tear down a 62-year-old, low-rise, office building at 197 Clarendon St. to allow a park and/or museum on the site.

- Hancock's \$4.5M gift five months later, in January, 1983, to help build BU's new Science and Engineering building. At the time, it was the largest single gift in BU history.

- BU hiring White as a

professor after he left City Hall in January, 1984.

The investigation of BU and John Hancock is among several to surface in the past few months in subpoenas involving real estate developments near the end of White's 16-year regime.

Several observers believe the flurry of activity is the final stage of a five-year probe of City Hall corruption because it follows former U.S. Attorney William Weld's decision to take a top Justice Department post in Washington.

John Hancock, BU and BRA spokesmen and assistant U.S. Attorney Robert Cordy, who is heading the investigation, all declined



KEVIN WHITE
'Target in probe'



JOHN SILBER
Talked to grand jury

comment yesterday. White could not be reached.

BRA records involving the Clarendon building and several other projects, including Rows Wharf and the Government Center garage, were subpoenaed this summer. Officials of the development teams also were subpoenaed to testify.

White's relationship with BU has already been investigated by the state Ethics Commission, which in 1984 found no conflict of interest in him working for BU.

But it was not immediately clear whether the Hancock gift ever surfaced in that probe.

(Indicate page, name of newspaper, city and state.)

THE BOSTON HERALD
BOSTON, MA.Date: 10/4/86
Edition: SATURDAY

Title:

Character:
or
Classification:
Submitting Office: BOSTON

(Mount Clipping in Space Below)

Hub to probe

White-era gift

Hancock gave \$4.5M to BU

By BRIAN MOONEY

MAYOR RAY Flynn's top lawyer said yesterday he will launch his own inquiry into the Kevin White administration's role in a \$4.5 million corporate gift to Boston University in 1983.

Corporation Counsel Joseph Mulligan said he questioned the legality of the gift from John Hancock Mutual Life Insurance Co. after The Herald revealed Tuesday

that a federal grand jury is probing the gift in connection with White's later appointment as a BU professor.

Hancock gave the money to BU's science and engineering building fund in January 1983, five months after the Boston Redevelopment Authority absolved the firm of a long-standing pledge to

make a public benefit contribution in return for permission to build its 60-story skyscraper in Copley Square.

"I'm not sure how a private corporation paying a private university benefits the city, and I want to know whether that money should have gone to the city," said Mulligan.

He was responding to reports that the donation was made in lieu of Hancock's earlier promise to tear down the Clarendon building and turn it over to the city for a public park and museum.

BU President John Silber, who testified before the grand jury, has strenuously denied any link be-

tween White's hiring and the Hancock gift. But he acknowledged the donation stemmed from the BRA decision.

Silber was in Colorado yesterday and could not be reached for comment. But he has been quoted as saying the late Gerhard Bleicken, a former Hancock

chairman and vice chairman of the BU trustee board, discussed the idea with him shortly before his death in 1981.

Hancock's board, however, didn't approve the gift until more than a year after Bleicken died.

Hancock Vice President David D'Alessandro said: "Our attorneys have examined (the gift) and believe what was done was well within what the city asked us to do and what was legal."



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FBI - BOSTON	

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John F. Kennedy Federal Building
Government Center
Boston, Massachusetts 02203

October 30, 1986

Raymond A. Carolan
Regional Inspector General for Investigation
Office of Inspector General
U.S. Dept. of Housing and Urban Development
(Room 510A) J.F. Kennedy Federal Building
Government Center
Boston, Massachusetts 02203

2,3

Dear Sir:

On October 28, 1986, the enclosed newspaper article was furnished to Special Agent (SA) [redacted] of this office by a tenant in Devonshire Place. This individual has information concerning the wide spread utilization of designated apartment space as business suites. This person has indicated that management at the Devonshire has been made aware of this situation and has not acted to remedy same. Furthermore, SA [redacted] is possibly in a position to secure pertinent information concerning this matter, if it is of interest to your office.

Sincerely

JAMES W. GREENLEAF
Special Agent in Charge

By [redacted]
Supervisory Special Agent

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Devonshire

Developers of the site may have broken pact

By Eric Schwartz

As Devonshire Place begins its first year of formal occupancy, concerns are arising that the developers may be breaking city and federal regulatory agreements by renting a substantial number of residential apartments to corporations and businesses.

From its inception, Devonshire Place has been controversial. Critics called the retail, office and luxury apartment complex another example of government subsidies for the wealthy, while developers maintained that government assistance was needed to develop the site.

Now it appears that the assistance given by the federal and municipal governments is used to provide cut-rate office space and corporate suites as well as luxury apartments for residents.

The owners and manager of the Devonshire claim that all the units from the ninth floor to the top are residential, as specified by the regulatory agreements. However, according to residents and office workers in the building, offices are spread throughout the floors designated as residential space.

Also, according to a tenant list obtained by the *Ledger*, corporations and businesses such as the Bank of Boston, Houghton-Mifflin and the *Boston Globe* have rented as many as 100 of the 475 residential units.

From interviews with businesses renting space in the residential area, the *Ledger* found that units are used as temporary housing for executives and visitors and as conventional office space. The rent, about \$1500 a month for a two bedroom apartment, is not cheap but it works out to about \$20 per square foot, as opposed to \$50-60 per square foot for new downtown office space.

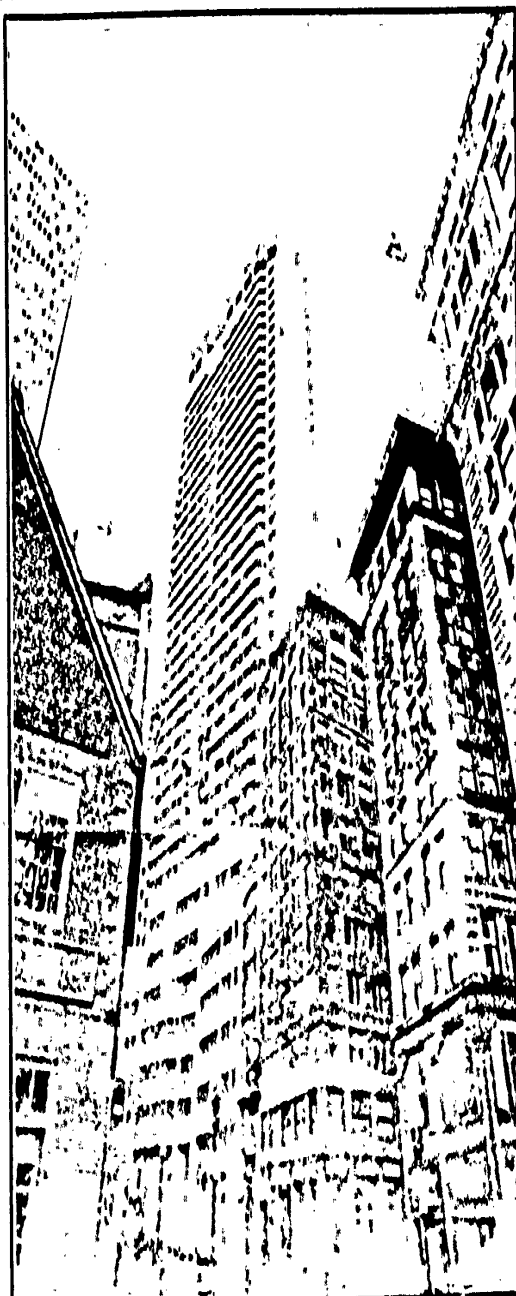
The project, located between City Hall and Downtown Crossing, has received federal loan insurance worth millions of dollars and has a special tax arrangement with the city.

According to the tax agreement with the city, made under Chapter 121A of the Massachusetts General Laws, 1986 marks the first year that income from the development will be taxed according to the income source. Previously, the project was taxed on its total gross income. According to the most recent audited report available, the 1984 gross income was \$8,382,211.

The tax arrangement beginning in 1986 calls for office space gross income to be taxed at 25 percent and residential space gross income to be taxed at 20 percent.

According to the project description approved in 1979 by the Boston Redevelopment Authority (BRA), the 40-story Devonshire Place was to consist of approximately 475 residential

Devo, page 3



From its inception Devonshire Place, center, has been controversial.

PHOTO BY PHAN PHO

Devo

continued from page 1

apartments on 32 floors and approximately 92,000 square feet of office space on five floors, with retail space on the ground floor.

Because the area was then "blighted" and the project would "forward the best interests of the city," the project was granted 121A status, allowing it to avoid regular real estate taxation for 15 years, and instead pay a percentage of its gross profit as "payments-in-lieu-of taxes." Without this arrangement, according to the BRA report, "the site would not be developed."

The project also received mortgage insurance from the Federal Housing Administration (FHA) for a 40-year loan of \$58,334,700. Although mortgage insurance is not a grant per se, it makes mortgages more attractive to lenders and can allow lower interest rates for developers. The Devonshire received a mortgage of 7.5 percent at a time when mortgage rates for construction projects were hovering around 15 percent.

BRA officials concede office space has occupied several residential developments, such as Harbor Towers and Charles River Park, but they said residential use eventually supplanted office space in those properties as construction was completed.

The Devonshire Towers Trust, which has its offices in New York City, signed its agreement with the BRA that the authority was to inspect the project when construction was done. However, a lawyer in the BRA said there is no set procedure in that department to check on compliance.

"There may have been an inspection but I don't know of one off-hand," said BRA spokesman Ralph Memolo.

Under current regulations, certificate of completion must be approved by the BRA board. When the certificate is approved, the property must be inspected. Memolo said the BRA staff is arranging for a certificate of completion, which had been delayed by while building details were finished.

If units are being used for other than their designated use, it could be a violation of zoning law, enforced by the Inspectional Services Department, as well as a violation of the regulatory agreement, according to BRA officials.

"We just don't have the staff to review these things," admitted one BRA staff member who asked not to be identified.

The staff member said when the Ryan administration came in, there was no "overall assessment" of BRA projects, like the Devonshire, approved during Mayor Kevin White's administration.

"As we became aware of problems, we took action," the staff member said, but added that incidents of noncompliance with regulatory agreements have been few.

According to the official, if the residential units are being used for office space, it "seemingly would violate the agreement" with the BRA.

"If there is a problem, then we're going to have to respond to that," he said. "We'll have to see what their specific response is."

If the developer is found in non-compliance, the BRA will either move to force compliance or amend the agreement, he said. According to other administration sources, however, the city would be unlikely to legitimize an office use of an apartment complex.

In the federal Department of Housing and Urban Development (HUD) which oversees the FHA program, officials said a structural inspection was done of the property in 1984 but they had no record of an inspection to determine the use or occupancy of the building.

HUD was not required to make an inspection of the property because the project was not receiving any federal grants, said Sheila Spadafora, a section head of HUD's loan management department.

Spadafora said she did not know what options HUD would exercise in the event that the Devonshire has broken its agreement with HUD.

"I really have not had any experience with that," she said. "In my experience, no regulatory agreement has been broken before."

One government office, Boston's Assessing Department, has received information from the developers showing a breakdown of income.

"I can confirm that the developers are required to provide the information. But the information itself is not a public record. That is spelled out specifically," said John Stoeberg, an attorney with the Assessing Department.

Richard Cohen, a member of the Assessing Department's Board of Review, said he was not aware of any inspection of the Devonshire by that department.

Despite a dearth of documentation at the administrative level, some information about the units was available for the asking. Businesses such as Mercury Business Systems, Washington Management Corp. (which manages the building), Krupp Bros., and Samuel Shapiro and Co. all confirmed in interviews with the *Ledger* that they have offices in the

Devonshire. These offices do not serve as a residence for an employee or employees, they said.

Other companies, such as Teradyne Inc., use the apartments to house corporate visitors. The apartments are not necessarily used frequently, according to Teradyne employees.

"It's not like a revolving door or anything," a Teradyne employee said.

The *Globe* Newspaper Co., which publishes *The Boston Globe*, is listed on a 1984 tenant list. The *Globe* maintained the apartment as an executive suite but has since replaced that apartment with an apartment at the Prudential complex, according to *Globe* sources.

The percentage of businesses and corporations is most noticeable on floors 9, 10, 11 and 12, according to tenants. An inspection of those floors last week by the *Ledger* found offices marked with brass plaques and business cards on the doors, as well as offices which were not marked from the outside.

Tenants have complained that the corporate presence in the building detracts from the living conditions in the apartment building. City Hall and HUD were notified about the situation months ago, according to some tenants.

"They are commercializing all the facilities, the garage, the residences and the health club," said a tenant who requested anonymity. "Commercial use conflicts with residential use. Even the elevators were designed for residential use. They weren't made for this."

Another tenant, Edwin Hamada, confirmed that many apartments are used by businesses. He also complained that facilities like the Sky Club (a gym) and the parking garage are overcrowded with non-residents.

However, Harvey E. Rothenberg, of the Devonshire Towers Trust, said the apartments from the ninth floor up are all residential.

"But we don't go into every apartment to check if people are sleeping there," he added.

Rothenberg said the project has reached 85-90 percent occupancy in the last six months. The vacancy rate now varies between five to eight percent, he said.

When informed of the company nameplates on the apartment doors, Rothenberg said "That's a new to me."

"Of course we try to discourage people from putting things up on their doors," he explained.

The general manager of the building, Richard Bland, also said he does not know of any apartments used as offices. Bland, who has been with the Devonshire as manager since it opened, said the only corporate space rented consists of the offices of the Shawmut Bank, AT&T and Wang on floors one through eight. Bland added that some apartments are rented by corporations for executives who have just moved to Boston.

Bland said he was unaware of any upcoming changes in the taxes paid by the Devonshire. He said he did not expect the composition of the project to change.

"I don't expect anything different. People live here because it's a great neighborhood," he said. "The people who said it couldn't work have proved to be wrong."

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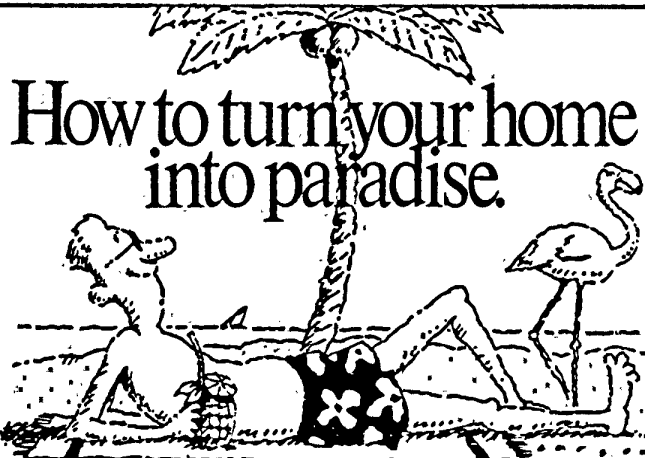
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Total Deleted Page(s) ~ 2

Page 16 ~ Duplicate

Page 17 ~ Duplicate

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 12/18/80

To: Director, FBI

From: SAC, DENVER (44B-NEW) (RUC)

Subject: BOSTON, MASSACHUSETTS
POLICE DEPARTMENT
MAYOR OF BOSTON M. WHITE;
FORMER GOVERNOR OF
MASSACHUSETTS MICHAEL DUKAS;
[REDACTED] - VICTIM

(OO: BOSTON)

ATTENTION:

CRIMINAL INVESTIGATIVE DIVISION

☒ CIVIL RIGHTS SECTION
☐ DOMESTIC SECURITY AND
TERRORISM SECTION
☐ PERSONAL AND PROPERTY
CRIMES SECTION

☒ CR ☐ EL ☐ DIH ☐ CRA-64
☐ PA ☐ PE ☐ PF ☐ E
☐ DAMV ☐ CAA
☐ AP ☐ IWFC ☐ CWA ☐ FI
☐ EID ☐ Bomb Threats

Summary of Complaint: Victim states excessive force was used
against him at Boston, Mass. on "Black Sunday" in 2/75.

INDICES: ☒ Negative ☐ See SummaryACTION: ☒ No further action being taken and

- (2) - Bureau (RM) ☒ LHM enclosed
(Encs. 4)
2 - Boston (Encs. 2) (RM) ☐ FD-376 (Enc. to LHM)
1 - Denver ☐ LHM being submitted
RDP/66 JAN 20 1981 ☐ Report being submitted
(5) - ☐ Preliminary investigation instituted
☐ Limited investigation instituted
☐ Investigation continuing

Copy to: ☒ USA, Boston
☐ Secret Service
☐ ATF

MAR 23 1981 BJT

Approved: _____

Transmitted _____

(Number)

(Time)

Per _____

FBI/DOJ



UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

Denver, Colorado
December 18, 1980

In Reply, Please Refer to
File No.

BOSTON, MASSACHUSETTS
POLICE DEPARTMENT;
MAYOR OF BOSTON M. WHITE;
FORMER GOVERNOR OF
MASSACHUSETTS MICHAEL DUKAS;
[REDACTED] - VICTIM
CIVIL RIGHTS

On December 10, 1980, [REDACTED] complained
of the following:

In February of 1975, on "Black Sunday" (exact date
unknown) [REDACTED] was assaulted by various law enforcement agencies.
The alleged assault took place in front of the South Boston
High School.

[REDACTED] also believes the Boston FBI was present at
this assault.

b6
b7C

He accuses the following agencies:

The Boston Police Department
Mayor of Boston M. White
Former Governor of Massachusetts Michael Dukas

Records of his injuries can be obtained from the County
Hospital, Dorchester, Massachusetts.

The following description of [REDACTED] was taken by observa-
tion and interview:

Name
Present Address

Mass
[REDACTED]
Denver, Colorado 80211

86498

D.O.B.
[REDACTED]
This document contains neither recommendations nor
conclusions of the FBI. It is the property of the FBI
and is loaned to your agency; it and its contents are not
to be distributed outside your agency.

44-0-38519
ENCLOSURE



BOSTON, MASSACHUSETTS
POLICE DEPARTMENT;

Former Address

Street

South Boston, Massachusetts

Date of Birth

Height

Weight

Eyes

Hair

Employment

Massachusetts Drivers

License Number

Military

Unemployed

Military Identifi-
cation Number

b6
b7C

Records of the Denver Office of the FBI contain no
information identifiable with subjects or victim.

Memorandum

101
2/5



To : DIRECTOR, FBI

Date 1/26/81

From : SAC, BOSTON (44-2952)

Subject : BOSTON, MASS. POLICE DEPARTMENT
MAYOR OF BOSTON M. WHITE,
FORMER GOVERNOR OF MASSACHUSETTS,
MICHAEL DUKAS:

[REDACTED] - VICTIM
CIVIL RIGHTS (B)
(00: Boston)

Re Denver letter and LHM, dated 12/18/80.

Enclosed for the Bureau are four (4) copies, and for Denver one (1) copy of an LHM reflecting opinion of office of USA, Boston (to which a copy of the LHM will be sent regarding this case).

EXP. PROC.
40 JAN 28 1981
b6
b7C

See Index

- 2 - Bureau (Encls. 4)
 - 1 - Denver (Encl. 1)
 - 1 - Boston (44-2952)
- RTM:mkm
(4)
- ENCLOSURE

DE-105
V-49

1-cred
1-crev
6-706

44-86498-11

JAN 28 1981

1/28/81

UP/mcc

[Signature]

MAR 23 1981 137

CBAS



U.S. Department of Justice

Federal Bureau of Investigation
Boston, Massachusetts

In Reply, Please Refer to
File No.

January 26, 1981

BOSTON, MASSACHUSETTS POLICE DEPARTMENT,
MAYOR OF BOSTON M. WHITE,
FORMER GOVERNOR OF MASSACHUSETTS
MICHAEL DUKAS:

[REDACTED] - VICTIM

b6
b7C

On January 6, 1981, Assistant United States Attorney (AUSA) [REDACTED] was advised by Special Agent [REDACTED], that [REDACTED] had advised the Denver Office of the Federal Bureau of Investigation that he was assaulted by law enforcement officers in Boston, Massachusetts, in February, 1975 on "Black Sunday" in front of South Boston High School.

AUSA [REDACTED] advised that no investigation of this complaint was warranted since it occurred in February of 1975.

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS
NOR CONCLUSIONS OF THE FBI. IT IS THE PROPERTY
OF THE FBI AND IS LOANED TO YOUR AGENCY; IT AND
ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE
YOUR AGENCY.

1*.
44-86498-1
ENCLOSURE

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 9/30/81

TO: DIRECTOR, FBI
 (ATTN: CIVIL RIGHTS SECTION)

FROM: SAC, BOSTON (44A-2952) (C)

SUBJECT: CHANGED
BOSTON, MASS. POLICE DEPARTMENT;
MAYOR OF BOSTON KEVIN WHITE, aka M. White
FORMER GOVERNOR OF MASSACHUSETTS
MICHAEL DUKAKIS, aka Michael Dukas;
[REDACTED] - VICTIM
CIVIL RIGHTS
(OO: BS)

Title marked "Changed" to show true identity and aliases of subjects. Title formerly carried as "BOSTON, MASS. POLICE DEPARTMENT; MAYOR OF BOSTON M. WHITE; FORMER GOVERNOR OF MASS. MICHAEL DUKAS; [REDACTED] - VICTIM; CIVIL RIGHTS".

Re Boston airtel and LHM to the Bureau, 1/26/81.

Enclosed for the Bureau are four copies of an LHM captioned as above. One copy of LHM disseminated to USA, Boston.

One copy of above LHM is being furnished to Denver for information since victim currently resides in Colorado.

2 - Bureau (Enc. 4)
 1 - Denver (Enc. 1) (Info)
 1 - Boston
 FSK/dw
 (4)

V-70
 DE-50

44-86498-2

OCT 5 1981

Approved: [Signature]

Transmitted

(Number)

(Time)

Per

OCT 26 1981



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

Boston, Massachusetts

September 30, 1981

BOSTON, MASSACHUSETTS POLICE DEPARTMENT;
MAYOR OF BOSTON KEVIN WHITE;
FORMER GOVERNOR OF MASSACHUSETTS
MICHAEL DUKAKIS;

[REDACTED] - VICTIM
CIVIL RIGHTS

Reference is made to Federal Bureau of Investigation
(FBI) memorandum dated January 26, 1981, at Boston, Massachusetts.

On September 24, 1981, the following letter from
victim, [REDACTED] General Delivery, Denver, Colorado 80202,
was received at the Boston Office:

b6
b7C

44-86498-2

ENCLOSURE

FEDERAL BUREAU OF INVESTIGATION

BOSTON MASS

JOHN F KENNEDY BUILDING

FEDERAL BUILDING 02203

ENCLOSED FIND FORMS SENT TO ME AT THE YMCA WERE I HAVE BEEN STAYING SINCE EARLY
THIS YEAR AFTER BEING DRIVEN OUT OF MASS I HAVE ASKED YOUR OFFICE TO DO SOME
INVESTIGATIVE WORK INREGARDS TO THE FOLLOWING, AND SINCE I HAVE BEEN IN COLORADO
I HAVE BEEN JAILED ASSUALTED IN THE POST OFFICES RECIEVED A BROKEN SHOULDER BEEN
INTERVIEWED BY PEOPLE PROCLAIMING TO BE DOCTORS ETC, NOW BACK TO TODAY THIS MEMO
IS AGAIN TO CONFRONT YOUR OFFICES WITH THE FACTS AGAIN AND OF COURSE THIS IS NO JO
IF IT IS PERHAPS YOU CAN LET ME IN ON IT. SINCE I CALLED YOUR SOCALLED OFFICES
IN BOSTON TO REPORT THE DRUG TRAFFICKING IN THE MANY BUILDINGS AND CALL ME WHAT YOU
WILL I STILL STAND ON MY WORD AND AGAIN I DONOT GIVE A DAM WHOM IS CONNECTED TO
WHOM AND THE DISMISSALL FROM MY JOB AT [REDACTED] IS STILL UNFOUNDED BY AT
LEAST THIS PERSON. AS I FELT THIS DRUG TRAFFICKING MY JUST MAY STILL BE GOING ON
AND THEN OF COURSE MAY BE IT ANT OR JUST MAYBE ITS TO LATE. I ALSO ASKED TO
HAVE SEVERAL PERSONS INVESTIGATED, ALSO HAVE MADE A REQUEST TO HAVE THE INCEDENTS
SURROUNDING THE BLACK SUNDAY OUTSIDE OF SOUTH BOSTON HIGH AND THE DRUGING b6
OF BOTH LAW INFORCEMENT PERSONNEL AND OTHERS TO BE CHECKED STILL WAITNG YOUR REPLY. b7c

WITH WARM REGARDS

[REDACTED]
FORMER US CITEZEN.....

BOSTON, MASSACHUSETTS POLICE DEPARTMENT;
MAYOR OF BOSTON KEVIN WHITE;
FORMER GOVERNOR OF MASSACHUSETTS
MICHAEL DUKAKIS:

[REDACTED] - VICTIM
CIVIL RIGHTS

The above letter has been acknowledged by separate communication.

b6
b7C

If no further action is contemplated by the Department of Justice, the complainant and victim should be notified as follows:

[REDACTED]
General Delivery
Denver, Colorado 80202

FEDERAL BUREAU OF INVESTIGATION
FOIPA
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Total Deleted Page(s) ~ 4

Page 12 ~ b6, b7C

Page 13 ~ b6, b7C

Page 14 ~ b6, b7C

Page 15 ~ b6, b7C

Airtel

1- [redacted]
1- FOF

2/24/75

TO: SAC, Boston (92-2202)

From: Director, FBI 92-16513-1
EX-112 REC-1 MET-37
KEVIN H. WHITE
[redacted]
AR-HOBBS ACT

ReBStel 2/21/75, and Butelcal 2/24/75.

This will confirm reButelcal wherein you were advised that travel of SA Robert E. Sheehan to [redacted] Florida, for the purpose of interviewing [redacted] was not justified and, therefore, not authorized. The Tampa division is to be expeditiously furnished background information concerning this matter and requested to conduct necessary interview.

b6
b7C

The Bureau is to be kept apprised of all pertinent developments in this matter.

NOTE: ReButelcal made to Supervisor [redacted] by SA [redacted].

ELR:maw
(5) [signature]
[signature]

MAILED 7

FEB 24 1975

-FBI

cc: Dir. _____
p. AD Adm. _____
p. AD Inv. _____
t. Dir. _____
lmin. _____
mp. Syst. _____
t. Affairs _____
les & Com. _____
n. Inv. _____
int. _____
pection _____
ell. _____
boratory _____
an. & Eval. _____
sc. Inv. _____
MAR 5 1975
phone Rm. _____
cto Sec'y _____

MAIL ROOM ☐

TELETYPE UNIT ☐

GPO 934-346

FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS SECTION

FEB 21 1975

TELETYPE

NR002 BS CODE

12:50PM URGENT FEBRUARY 21, 1975 DAD

TO: DIRECTOR

FROM: BOSTON 92-2202

KEVIN H. WHITE; [REDACTED] AR-HA.

Assoc. Dir. _____
Dep.-A.D.-Adm. _____
Dep.-A.D.-Inv. _____
Asst. Dir.:
Admin. _____
Comp. Syst. _____
Ext. Affairs _____
Files & Com. _____
Gen. Inv. ☒ _____
Ident. ☒ _____
Inspection _____
Intell. _____
Laboratory _____
Plan. & Eval. _____
Spec. Inv. _____
Training _____
Legal Coun. _____
Telephone Rm _____
Director Sec'y _____

b6
b7C

FOR INFORMATION BUREAU, USA BOSTON RECEIVED INSTANT CASE
VIA DEPARTMENT OF JUSTICE, WASHINGTON, D.C. [REDACTED]
PROMINENT REFUSE DEALER BOSTON, ALLEGES HE AND [REDACTED] THEN
[REDACTED] OF NATION-WIDE REFUSE FIRM OF SANITAS, GAVE
KEVIN H. WHITE \$10,000 IN CASH IN LATE 1971, DURING WHITE'S
CAMPAIGN FOR RE-ELECTION AS MAYOR OF BOSTON, TO SOLIDIFY THEIR
POSITION RE BIDS FOR 1972 REFUSE CONTRACTS WITH CITY OF BOSTON;
THAT WHITE INDICATED THAT SOME OF THE OTHER REFUSE COMPANIES
DOING BUSINESS WITH THE CITY OF BOSTON WERE NOT DOING THE
RIGHT THING AND THAT HE, WHITE, WOULD FIX THEM; THAT BIDS FOR 1972-74
REFUSE WERE RIGGED, CONTRACTORS MAKING EXCESS PROFITS. [REDACTED]
ALSO ALLEGES SANITAS GAVE [REDACTED]

b6
b7C
b7D

[REDACTED] CH 38 92-16513-1
[REDACTED] 2000 SHARES OF STOCK IN REFUSE COMPANY,
SAID STOCK ISSUED IN NAME OF A NOMINEE PROVIDED BY [REDACTED]

5 FEB 25 1975

Antel SAC, BS
2/24/75
ELR (man)

6.01

PAGE TWO BS 92-2202

WHITE CURRENTLY MAYOR OF BOSTON SEEKING RE-ELECTION AND INDICATIONS ARE HE IS A PROMINENT CONTENDER FOR A VICE-PRESIDENTIAL SLOT IN THE NEXT NATIONAL ELECTION.

[REDACTED] CURRENTLY IN [REDACTED] FLORIDA, TAMPA DIVISION, IS ONLY POSSIBLE LIVE WITNESS AVAILABLE TO CORROBORATE [REDACTED]. USA JAMES GABRIEL, BOSTON, ADAMANT IN REQUESTING SA ROBERT E. SHEEHAN, BOSTON DIVISION, PERSONALLY HANDLE INTERVIEW OF [REDACTED] SA SHEEHAN HANDLING INSTANT INVESTIGATION WITH USA GABRIEL'S SPECIAL UNIT ON CORRUPTION.

b6
b7C
b7D

BUREAU AUTHORITY REQUESTED FOR SA SHEEHAN TO TRAVEL TO TAMPA DIVISION AND HANDLE [REDACTED] INTERVIEW.
END.

JDR

FBIHQ CLR

UNITED STATES GOVERNMENT

Memorandum

TO : Mr. Gebhardt *REC*

DATE: 2/24/75

FROM : R. E. Long *REL*

1- Mr. Gebhardt
1- Mr. Long
1- [redacted]

SUBJECT: KEVIN H. WHITE, MAYOR,
BOSTON, MASSACHUSETTS;
[redacted]

ANTI-RACKETEERING-HOBBS ACT

Assoc. Dir. _____
Dep. AD Adm. _____
Dep. AD Inv. _____
Asst. Dir.: _____
Admin. _____
Comp. Syst. _____
Ext. Affairs _____
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Gen. Inv. _____
Ident. _____
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Spec. Inv. _____
Training _____
Telephone Rm. _____
Director Sec'y _____

This is to advise of a Hobbs Act investigation currently being conducted by our Boston office wherein a request has been made that authority be granted for a Special Agent (SA) assigned to Boston office to travel to [redacted], Florida, Tampa division, to interview pertinent witness. General Investigative Division disagrees with Boston as there are no unusual circumstances relating to interview nor information in possession of Boston which can not be readily furnished to Tampa. *b6 b7C*

This investigation was based on receipt of information from U. S. Attorney (USA) James Gabriel, Boston, who advised that [redacted] in Boston, has alleged that he and [redacted] both then [redacted] of a nation-wide refuse firm by the name Sanitas, gave Kevin H. White \$10,000 in cash in late 1971. This payment was made to White to solidify [redacted] positions regarding bids for the 1972 refuse contracts with the City of Boston. [redacted] also alleged that Sanitas gave [redacted] *b6 b7C b7D MAS FLA*

[redacted], 2000 shares of stock in refuse company. This stock was issued in the name of a nominee provided by [redacted]

EX-112 REC-1 62-16513-2
[redacted] who is currently in [redacted] Florida, according to the USA, Boston, is the only individual available to corroborate information furnished by [redacted] allegedly witnessed payoffs in this matter. USA, Boston, has adamantly requested that Boston case Agent, Robert E. Sheehan, travel to Florida to handle interview with [redacted] USA made request due to fact he is familiar with Sheehan's investigative ability, considers this a crucial interview and feels Sheehan is the best man to handle investigation. However, this appears to be no reason why Tampa could not interview [redacted] after receipt of background from Boston. *b6 b7C b7D*

ELR:may *REL*

CONTINUED - OVER

70 MAR 5 1975

6-ELR

Long to Gebhardt Memo

Of interest is that Mayor White is presently seeking re-election as Mayor of Boston and has been the subject of recent speculations as a prominent contender for the Democratic vice-presidential nominee in 1976.

ACTION: Boston is being advised that travel of SA Sheehan is not justified and a lead is to be forwarded expeditiously to Tampa to interview Wipfler.

OK ref REG/nel

*Matter has been discussed with SAC Boston who agrees that it is not necessary for Boston SA to travel to Tampa Div.
2/24/75
JDO*

*MS
JDO
JDO*

[Signature]

UNITED STATES GOVERNMENT

Memorandum

TO : DIRECTOR, FBI

DATE: 4/21/75

FROM : SAC, BOSTON (92-2202) (P)

SUBJECT: KEVIN H. WHITE;

AR-HOBBS ACT
(OO: BOSTON)

Re Bureau airtel, 2/24/75; 0-1 form, dated
4/15/75.

Following background in instant case set forth
for information of Bureau.

Case opened 2/75, Boston Division, after
interview by Bureau Agent of [redacted], formerly
active in waste disposal companies, who said in 1971 he
paid \$10,000 personally to Mayor KEVIN WHITE, Boston, in
connection with WHITE'S then campaign for re-election.
[redacted] described the payments as a campaign contribution,
feeling the cash payments would solidify Sanitas', the
waste disposal company for which he worked, position in
forthcoming City of Boston bids. In giving the money to
WHITE, [redacted] described it as a campaign contribution,
WHITE indicating some of the other contractors did not
do the right thing. The cash was obtained from another
company account, said company billing the Sanitas subsidiary
for the funds via false vouchers. Sanitas and several other
companies successfully bid on the 1972 Boston Contract, bid
prices established via joint effort of alleged competing
companies and including profit of about \$150,000 over
normal profit. [redacted] had no indication the Mayor or any
city official aware of rigged bids or exorbitant profit
figure.

EX 104

REC-31

92-16513-3

[redacted] also reported giving 2,000 shares in
another company [redacted], Reclamation Systems, Inc.
(RS), for what he, [redacted], paid (16¢ per share, stock then
valued at \$10 per share, current value 2¢ per share) to

② - Bureau
2 - Boston
RES/lm
(4)



5010-110

APR 30 1975

50 JAN 12 1977

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

BS 92-2202

company did work for [] in state buildings, [] claiming [] gave him no edge, insisting on quality performance. Per []'S request, stock issued and mailed to [] of Rhode Island. Investigation determined [] declared legally incompetent because of senility and it appears doubtful he can appear before a Grand Jury. The Statute of Limitations will bar prosecution of [], 9/28/75 re which USA made aware.

[] claimed to have made cash available to Sanitas subsidiaries in Tampa, Atlanta, and Detroit, saying, payments made to company officials, he not aware as to purpose of cash.

b6
b7C
b7D

[] had no specifics re other refuse contractors making cash payments to WHITE. [] another Sanitas [] said he was told two (2) other refuse contractors made contributions to WHITE less than \$10,000. [] acknowledged \$10,000 cash contribution made to WHITE but there is no consistency between he and [] as to how concept of payment originated.

Data re above came to light via SEC investigation of Sanitas. []

[] originally provided data re instant case in May, 1974 to SDNY Department officials, subsequently being interviewed by attorneys from the Fraud Section of the Department, SDNY, and District of Mass. He was made available for FBI and IRS interview, 1/30/75.

USA, Boston extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop prosecutable violation, feeling data not solid enough to openly proceed without possibly harming WHITE'S chances in the forthcoming mayoralty campaign and a possibility of WHITE'S obtaining a slot on the National Democratic ticket as Vice-President. Pursuant to said policy, AUSA in special unit handling political payoffs wants to proceed initially via subpoena of construction companies' books and records to determine if a generation

BS 92-2202

of cash to WHITE can be located. Indications are that said action will occur within next two weeks; has been awaiting IRS audit results at Sanitas which will be available week of 4/21/75.

Boston Office feels instant case has little prosecutive potential for following reasons:

1.) Both [] describe payment to WHITE as a political contribution.

2.) No records re contributions to WHITE campaign available for final election, 1971. The laws in Mass. at that time permitted destruction of such records after 18 months.

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3.) [] claimed stock deal with [] resulted only from desire to solidify himself with [] as distinguished from pay-off.

To date, sole investigation has consisted of [] interviews, efforts to locate WHITE campaign records, and documentation of [] stock data.

Upon receipt of books and records of contractors, analysis will be made, necessary interviews conducted, and report submitted.

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE BOSTON	OFFICE OF ORIGIN BOSTON	DATE 5/6/75	INVESTIGATIVE PERIOD 1/30 - 4/29/75
TITLE OF CASE KEVIN H. WHITE		REPORT MADE BY ROBERT E. SHEEHAN	TYPE PO
		CHARACTER OF CASE AR - HOBBS ACT	

REFERENCES: Tampa airtel to Boston (IO), 3/5/75.
Boston letter to Bureau, 4/21/75.

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LEADSBOSTONAT BOSTON, MASS.

Will confer with USA JAMES GABRIEL prior to conducting further investigation.

ACCOMPLISHMENTS CLAIMED					<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES			
							PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED: *[Signature]* SPECIAL AGENT IN CHARGE

COPIES MADE:

- 2 - Bureau
- 1 - USA, Boston, Mass.
- 2 - Boston (92-2202)

DO NOT WRITE IN SPACES BELOW

92-16513-4	REC
MAY 9 1975	ST. 114

Dissemination Record of Attached Report				Rotations
Agency	1cc ROM CRIM. DIV	Request Recd.		SEP 4 1991
Date Fwd.	5/19/75	How Fwd.	DBD	
By	RD			

SEE REVERSE SIDE FOR
ADD. DISSEMINATION.

BS 92-2202

ADMINISTRATIVE:

USA, Boston has been extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop a prosecutable violation, feeling data not solid enough to openly proceed without possibly harming WHITE's chances in the forthcoming mayoralty campaign and a possibility of WHITE's obtaining a slot on the National Democratic ticket as Vice-President. Pursuant to said policy, AUSA [] wants to proceed initially via subpoena of construction companies' books and records to determine if a generation of cash to WHITE can be located. This action was anticipated on receipt of IRS audit reports at SANITAS but Boston Office will not proceed in the absence of a discussion with USA GABRIEL in view of what appears to be conflicts in []'s data re coming up with a donation to solidify position re 1972 contract when there was no contract from time of the election until 1974.

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COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - United States Attorney, Boston, Massachusetts
(ATTN: AUSA [redacted])

Report of: ROBERT E. SHEEHAN
Date: May 6, 1975

Office: Boston, Massachusetts

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Field Office File #: 92-2202

Bureau File #:

Title: KEVIN H. WHITE;
[redacted]

Character: ANTI RACKETEERING - HOBBS ACT

Synopsis:

[redacted] said he decided to make a \$10,000 contribution to Mayor KEVIN H. WHITE's 1971 campaign for re-election as Mayor of Boston to solidify Sanitas', a waste disposal company, position in the 1972 bids; said [redacted] then [redacted] JAMES A. FREANEY Company (JAF), a waste disposal subsidiary of Sanitas, agreed with him to make \$10,000 contribution; that [redacted] and he gave WHITE personally two \$5,000 cash installments, money coming from payment by JAF of fraudulent vouchers to [redacted] another company [redacted] WHITE, per [redacted] referred to other contractors as "a couple of sons of bitches" who did not do the right thing and that WHITE was going to fix them. [redacted] described payments as being made in the Fall of 1971; said contractors met in 1972 to rig bids then being submitted, he representing Sanitas, [redacted] not trusted by other contractors; that contractors would bid districts knowing they would get back districts serviced by them the previous years. [redacted] also said he gave [redacted] 2,000 shares of stock in Reclamation Systems (RS) for 16¢ per share, stock then selling for \$10 per share; that [redacted] wanted this stock in the name of a nominee, one [redacted]. Records reflect that on 9/28/70 2,000 shares of RS stock transferred from [redacted] has been described as senile by an MD and a Probate Court has appointed a guardian for [redacted] Only records

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BS 92-2202

located 1971 contributions to WHITE campaign pertained to the primary, none located relating to the final run off. No record in those records located of contribution from [redacted], Sanitas or JAF. [redacted] disputes [redacted]'s story re WHITE contributions; claims WHITE's office and then WHITE himself requested contributions from him, [redacted] he then going to [redacted] who approved paying the \$10,000. [redacted] said he was present when the first \$5,000 payment was made to WHITE but not on the second occasion; that he knows of no meetings of contractors to fix bids and/or swap districts; that [redacted] did not know what figure he actually submitted as a bid; that companies got their old districts back, JOSEPH CASAZZA, Commissioner of Public Work for Boston, asking JAF to take back old district, wanting to avoid problems by having experienced companies in the districts; that a big factor requiring the switching was union negotiations, requiring performance on the new contracts to be initiated almost immediately upon award. [redacted] was aware that JAF funds were being paid based on fraudulent [redacted] invoices when work never performed. CASAZZA said contracts were awarded by the City of Boston in March, 1971 and not again until March, 1974, conflicting with [redacted]'s claim that the \$10,000 was paid in the Fall of 1971 to assist Sanitas in connection with contracts to be awarded in 1972. CASAZZA described necessity of switching districts in 1971 as did [redacted], pointing out that the city changed its fiscal period by 1974 and contracts no longer coincide with union contract terminations. CASAZZA noted that factor and the consolidation of garbage and refuse resulted in substantial savings in the city of Boston. He said he has never approached contractors to obtain or discuss campaign contributions for Mayor WHITE. Background information set forth:

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Details:

BS 92-2202

This investigation was predicated upon receipt of the following information by Assistant United States Attorney (AUSA) [redacted] District of Massachusetts, at Boston:

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[redacted] was an [redacted] of Sanitas, Inc., a National Waste Disposal Company and in this capacity apparently handled pay offs, using as a source of funds an account of a company called [redacted] which company was also [redacted]. A Securities and Exchange Commission investigation determined that approximately [redacted] [redacted] by Sanitas and/or subsidiaries to generate cash for illegal pay offs. [redacted] told AUSA [redacted] of the U.S. Attorney's Office in the Southern District of New York that he, [redacted] paid \$10,000 to Mayor WHITE of Boston, also making a payment of stock to the [redacted]. [redacted] was granted immunity by the U.S. Department of Justice exclusive of a False Filing violation pertaining to SEC and perjury matters.

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/6/75

[redacted] was interviewed in the Office of the United States Attorney for the District of Massachusetts, at which time, he provided the following information:

In 1969, [redacted]
[redacted], originally located in [redacted]
Massachusetts, subsequently moving to [redacted]
handled container-compact units for waste collection
and did a small amount of janitorial services. In

[redacted]

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James A. Freaney, Incorporated (JAF), was a waste disposal company operating primarily in the City of Boston. [redacted] Sanitas purchased JAF, actually acquiring two companies, waste disposal as well as an independent company that leased equipment to JAF. JAF at that time, probably 1959-1970, had a contract for waste disposal with the City of Boston for the downtown area. This contract had a big plus in that it would service independent contracts, i.e. businesses in the downtown area and dump freely at either the Roxbury City Dump or the Boston incinerator. This advantage was not the result of any payoff but rather established procedure for many years. It resulted in a large profit factor on serving independent accounts, other contractors not able to successfully compete because of the free dump privileges that went with the contract of the City of Boston for that special area. The purchase by Sanitas of

Interviewed on 1/30/75 at Boston, Massachusetts File # BS 92-

by SA ROBERT E. SHEEHAN/dmb

2/6/75

Date dictated _____

JAF was paid via cash, the acquisition of the leasing firm in Sanitas stock. [] told him after the acquisitions that former [] was a 50 percent partner in the leasing company, via legal fees rendered, [] receiving Sanitas stock for his share.

With the acquisition of JAF, Sanitas realized the profits in waste disposal and attempted to purchase many waste disposal companies in various parts of the country, successfully acquiring some.

In 1971, realizing that new contracts would be awarded by the City of Boston for waste disposal, he felt it essential that JAF solidify itself for the bids that would be forthcoming in February, 1972, and awarded the following April. He talked with Attorney [] who was associated with him in another company and a close friend of the then Mayor of Boston, KEVIN WHITE. He talked to [] about making a contribution to WHITE's forthcoming campaign for re-election, [] indicating he thought this would be a good move. He also talked with [] then [] [] agreed it would be a good idea to make a contribution, both wanting to go into the bid strong. He noted that the Boston Commissioner of Public Works, JOE CASAZZA, did not have to make awards to low bidders, adding that CASAZZA was angry that he was not made aware of Sanitas' acquisition of JAF until sometime after it occurred. [] and he decided to make a \$10,000 contribution, and either he or [] made an appointment to see Mayor WHITE. This took place prior to or about the time of the Primary election in 1971. [] and he went into WHITE's office, [] then having \$5,000 in cash which he, [] placed in an envelope and gave to [] before going into the Mayor's office. He wished Mayor WHITE good luck in connection with the campaign and said that they would make a contribution of \$10,000 for the campaign, \$5,000 then and \$5,000 later. [] gave Mayor WHITE the envelope with the \$5,000. He had told WHITE that [] was [] and is certain he made WHITE aware as to the fact that the money was coming from Sanitas. WHITE referred to other contractors saying that a couple of the "sons of bitches" did not do the right thing and that he, WHITE, was going to fix them.

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Maybe about a month later, [] and he again went to WHITE's office, [] again turning over to WHITE \$5,000 in cash in an envelope that he, [] provided.

The cash provided WHITE came from an [] account and represented proceeds of a JAF check deposited to said account based on an [] voucher to JAF for some type of phony services. Checks representing the withdrawals from [] would be via two or three checks in odd amounts payable in cash which were negotiated at the City Bank and Trust Company, Boston, on the day of or day prior to giving the cash to WHITE. The [] checks would not be in the amount of \$5,000 but split into more than one check. This procedure of handling cash payments via [] account was initiated at the suggestion of Sanitas [] and continued at the direction of [] when the latter obtained control of Sanitas.

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He is not aware of what amounts, if any, other waste disposal firms committed to Mayor WHITE but was under the impression that [] of Banco did make a contribution. He also received the impression that Banco handled its cash payments via a cash fund maintained via payments from customers who paid Banco in cash as distinguished from checks.

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About this time, he recalled making \$5,000 and \$2,000 cash contributions to the political campaign of []. These payments were handled the same way, that is the funds represented a [] check to [] based on phony vouchers, the [] checks then being made payable to cash. These payments were made at the suggestion of Attorney [] now [] who told him [] needed financial support, and were approved by []. He personally gave the money to [] Attorney [] present, asked for nothing and received nothing in connection with these contributions.

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About two months or so ago, [] contacted him and told him he heard that [] testified about the payments to WHITE, alleging some attorney reported having a transcript of []'s testimony. [] wanted to know if he, [] received a letter acknowledging the payment was a political contribution, [] replying negatively. He also received information that CASAZZA questioned [] about the \$10,000 payment within the past couple of months.

In about February, 1972, he met with other waste disposal contractors who had contracts with the City of Boston. The meeting took place in [redacted]'s office in South Boston and present were [redacted] of Dooley Disposal; [redacted] (ph) of M & C Disposal; [redacted] (ph) of Howard Disposal; [redacted] and himself. Other contractors, who had been performing for the City of Boston, United, Amara and Ryan Disposal, were not present. At this time, the bid specifications had been issued and an agreement was made as to who would bid which districts and the bid prices each would submit. The bid price would include a normal profit figure plus an additional profit figure over and above the normal. [redacted] and [redacted] were the controlling individuals at the meeting, noting that it would not look good if all the contractors bid low on the districts they had on the previous contract. All agreed to bid low on another district, [redacted] pointing out there would be no problem swapping with CASAZZA's approval after the contracts had been awarded. The JAF bid included an additional profit figure of about \$150,000. [redacted] did not attend this meeting or a subsequent one, the other contractors obviously not trusting him. Anyone knowledgeable in the disposal business reviewing the prices should have known the bids contained unusual profit. He noted that the City of Boston contracted waste disposal services for one and one-half million dollars less in its current contract, as distinguished from the contract awarded in 1972, the most recent contract not subject to pre-rigged bids. At the meetings at which the bid prices were set, there was no discussion about anyone making contributions to WHITE nor did he say anything about WHITE's comment concerning other waste disposal contractors. Concerning CASAZZA, he received only indications that CASAZZA was completely honest and no one got near him. [redacted] reportedly tried to do so, unsuccessfully.

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After the bids were awarded, some of the contractors, including JAF, were allowed to switch back from districts awarded to those handled in the previous contract. [redacted] talked with either Mayor WHITE or CASAZZA to accomplish the switches on the basis that those formerly servicing the districts had the proper equipment and could do a better job at the price awarded than could new comers to the district.

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As an example of awarding of bids, [redacted] a waste disposal company as a subsidiary for Sanitas and submitted a low bid for East Boston in 1974, CASAZZA awarding the bid to [redacted] when [redacted] refused to permit the Teamsters Union to organize the company. In 1973, [redacted] told [redacted] he could not bid the City of Belmont because [redacted] had the contract. [redacted] threatened to shoot [redacted] after heated arguments, stating he would report the matter to the Attorney General. [redacted] and he met with [redacted] in an effort to resolve the dispute, [redacted] not backing down, [redacted] deciding to get rid of [redacted]. Sanitas had difficulties obtaining 1974 contracts despite being a low bidder in five districts. They did receive one district after [redacted] [redacted] conferred with CASAZZA. He received no indication that the award resulted in payment of money to anyone.

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In 1960, [redacted] had a substantial janitorial contract for the [redacted] in Boston. [redacted] threatened to cancel the contract for lack of performance. [redacted] called him, [redacted] upset over the potential of losing this contract, he then talking with [redacted] who set up a meeting between [redacted] and himself. [redacted] was very upset and appeared serious in cancelling the contract. It was a fact, at this time, that [redacted] had as much as 25 percent less people working on this contract than there should have been, of which, [redacted] appeared aware. Coupled with the threat of losing that contract and the fact that another bid for a one year contract was forthcoming, which appeared to always go to the low bidder, who could be rejected if not qualified, he asked [redacted] for a chance to resolve the problem. He told [redacted] that he would get sufficient people in the building to do the job right and that he would stay on top of this problem. He contacted [redacted] of Sanitas, told him the problem, and stressed the importance of getting the job done right. Over the next several weeks, he contacted [redacted] who acknowledged an improvement, but said more should be forthcoming, indicating he would go along with [redacted] for a short while to see if they could do the job properly. He had [redacted] come up to meet [redacted] to make sure [redacted] was aware of his efforts, performance improving, which

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[] acknowledged. A bid for the subsequent year was forthcoming, [] again the low bidder receiving the contract.

After the contract award, he told [] he would like to do something for him, [] replying this was not necessary, that [] would have to do a good job or he would throw them out. He told [] that he would like to give him 2,000 shares in Reclamation Systems, Incorporated (RS). For what he, [] paid, 16 cents per share. [] telephonically contacted him the following day and told him not to put the securities in his, []'s, name but rather the name of a nominee, one []. At this time, the stock was selling for \$10 a share but with a two year sale restriction that would have reduced its market value a few dollars per share. He personally handed the stock certificates to [] after Attorney [] had transferred the shares from his, [] name, to []. He has no recollection as to whether or not either [] or [] sent a check to pay for the stock at 16 cents per share. [] was the only state or municipal official to whom he gave RS stock certificates. He had given a substantial sum to Brandeis University as well as friends. At the time he gave them to [], RS was then in the process of building a plant to handle solidwaste compaction but then not actually performing services. RS is currently functioning and located in Cambridge, Massachusetts.

[] paid someone at the Statehouse \$60 weekly, per [], identity of said individual not known to him. He did receive the impression from [] that this person was no one of any importance. This money came from the [] account in the same manner as he previously described. He noted he actually gave [] \$30,000 to \$40,000 in cash over a period of time, no one at [] acknowledging they knew what happened to it, [] at one time acknowledging that he had received the money and that it was in a safe.

Sanitas used [] to distribute cash to subsidiaries, and he estimates approximately \$600,000 in cash was distributed from said account over a three

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year period. [] books and records are currently in the custody of his attorney, [], per court order. Cash payments were made from [] to subsidiaries in Tampa, Atlanta and Detroit, one Sanitas subsidiary in Detroit receiving approximately \$100,000 within about one year. He had no specifics as to whom the money was ultimately paid. []

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JAF now operates as Sanitas Waste Disposal of Massachusetts, Incorporated. Howard and Banco disposal companies are now subsidiaries of SCA, as is United Disposal and M & C and Dooley are subsidiaries of Browning Ferris Industry.

Attorney [] who at one time was [], received \$2,500 via JAF check to collect a \$7,000 bill owed Sanitas by the City of Boston, which to his knowledge, was never paid. [] is no longer with Sanitas. [], a former resident of [], is reportedly residing somewhere in the []. The majority of the Sanitas officials with whom he was associated, specifically [], have all left Sanitas. He himself resigned from Sanitas effective [], providing [] for about four months after his resignation. He is currently employed as a [] [] Massachusetts, and resides at [] Massachusetts.

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Present during the above interview were the following: Assistant United States Attorney [] Attorney [] and Internal Revenue Service Agents [] and []

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On February 26, 1975, Assistant United States Attorney (AUSA) [] made available a letter dated September 28, 1970 from Attorney [] Boston, to the Stock Transfer Department of the National Shawmut Bank of Boston which letter authorized the transfer of eighteen thousand shares in Reclamation Systems Inc. to several persons, a total of two thousand shares to a []

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[] This letter directed that a certificate should be issued to [] and a singular certificate for a total of 27,500 shares held by [] be changed to contain shares remaining after transfer of eighteen thousand.

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On February 26, 1975, [redacted]
Stock Transfer Department, The National Shawmut Bank
of Boston, 1 Center Plaza, Boston, was served with a
subpoena calling for production of the following records:

1. Instructions and authorization from Attorney
[redacted] via letter dated September 28, 1970,
to transfer from Certificate Number 318, reflecting
ownership of 27,500 shares in Reclamation Systems, Inc.,
18,000 shares reflecting said ownership to twelve
individuals, including 2,000 shares to a [redacted]
[redacted]
2. Cancelled Certificate #318 of Reclamation
Systems, Inc.
3. Transmittal of the certificates issued
pursuant to Paragraph 1. above to the owners and/or
[redacted]
4. Identification of the specific certificate
issued pursuant to Paragraph 1. above to [redacted]
[redacted] for 2,000 shares.
5. Record reflecting any dividends paid on
certificate referred to in Paragraph 4. above.
6. Any subsequent transfer or certificate
issued to [redacted] and/or record reflecting said
certificate is still in possession of [redacted]
7. Notices that would have been mailed to
stockholders of record subsequent to October 1, 1970.

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[] said that the National Shawmut Bank of Boston continued to act as Transfer Agent for Reclamation Systems, Inc.; that as of December 31, 1974 [] was still listed as the owner of 2,000 shares. b6 b7C

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Efforts to serve a subpoena to [redacted]
[redacted] February 27, 1975 were negative.
AUSA [redacted] subsequently advised that [redacted] was
served to appear before the Federal Grand Jury on March
26, 1975. Subsequently, Attorney [redacted]
Providence, Rhode Island advised [redacted] that [redacted]
was senile and a guardianship petition was filed relating
to [redacted] in 1975. [redacted] included as enclosures
to his letter copies of the following:

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1. Via a petition of [redacted],
Probate Judge [redacted]
[redacted] appointed [redacted] as guardian of the
estate of [redacted] personal estate estimated
at \$250,000.

2. A letter from [redacted] M.D.,
Neurology, dated November 7, 1974, said letter describing
[redacted] as revealing "evidence of a moderate chronic
brain syndrome with significant impairment of recent
memory, disturbance of orientation and disturbance of
higher cognitive functioning". This letter described a
presumptive diagnosis of Senile Psychosis; it is noted that
the patient's mental capacities are significantly impaired
and it would seem appropriate that a trustee be appointed
for him.

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In view of the above information AUSA [redacted]
on March 25, 1975 noted successful prosecution of the
[redacted] phase of this case appeared unlikely.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/5/75

[redacted] Florida, advised that he is temporarily residing at the above address and is in the process of moving to [redacted] Florida. [redacted] stated he will reside at this address until April, 1975, when he anticipates leaving Florida and returning to Boston, Massachusetts, at which time he will reside at [redacted] Boston, Massachusetts.

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In regards to his previous employment, he stated that he was employed by the [redacted] for approximately [redacted] prior to [redacted]. The [redacted] was a waste disposal company in Boston, Massachusetts. In 1969 or early 1970, [redacted] who at that time [redacted] and [redacted], both being engaged in waste disposal business, [redacted] which was also engaged in the disposal business. The primary purpose of the [redacted] was for capitalization purposes, at which time stock was to be issued, which would be sold over-the-counter. He indicated that they, meaning the individuals who would own stock in Sanitas, expected to make a profit on the increase in price of the stock. He further commented that at the present time, stock issued by Sanitas is presently under investigation by the SEC.

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In regards to [redacted] he stated that this company primarily engaged in open truck operations concerning the pickup of garbage cans and other items which were not placed in the containers compact units. Clean Brite, Inc., [redacted] was primarily engaged in office cleaning in downtown Boston area.

From [redacted] and in this position his primary job was the [redacted] and thereafter submitting bids both commercially and governmental, to the proper agencies for contracts concerning the garbage disposal industry. In [redacted] he and [redacted] from [redacted]

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Interviewed on 3/4/75 of [redacted] Florida File # Tampa 92-1957

by SAs [redacted] and [redacted] JAA/sjm Date dictated 3/5/75

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[] and since that date he has not been employed. However, he did comment that he receives a monthly income by check from the City of Boston which is transmitted to him by []. He did not comment regarding services that he has performed for this remuneration.

[] stated that during January, 1970, he went on vacation to St. Petersburg, Florida, area and was in Florida until March, 1970, when he returned to Boston. Upon returning to Massachusetts, he was told by [] that he had been appointed [] in [] was [] this corporation and [] was the individual who actually had the knowledge and [] of the company. He stated that he commuted from Boston to Cranston during March, 1970, up until June, 1970. In June, 1970, [] told him that he was to come back to Boston to [].

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[] His job as [] consisted of [] as well as the responsibility of [].

[] He stated that Sanitas' city contract covered the central district, which is known as 1B section. This section consisting of both commercial and residential work, and the commercial work was located in the area from Massachusetts Avenue north to Charles River. The residential area consisted of area north of Beacon Hill to the southend of Park Bay. The contracts for these areas were to be submitted and would be awarded in April, 1972.

He stated that sometime prior to the Primary Election in 1971, he was contacted by an individual in city government, ([] had no knowledge of the contact) who called him and said that Mayor WHITE wanted to see him. He went to the Mayor's office and it was his understanding at that time that a list of garbage contractors had been prepared and a time allocated to them to report to the Mayor's office; however, there were no contractors in the office when he reported. He stated that when he met with Mayor WHITE, that the Mayor had a list of contracts that Sanitas had with the City. [] stated that WHITE had a list reflecting the amount of money which had been paid to the Sanitas Corporation from the City of Boston. [] stated that he pointed out to WHITE that all of the expenditures were in regards to waste disposal, but also reflected work which had been performed by other divisions of the Sanitas Corporation. He stated that he asked WHITE what he

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wanted and WHITE told him that he might have difficulties in getting elected and needed money as he wanted to "win big." WHITE told him that he had never done this before, but needed the money for his campaign expenses. He stated he asked WHITE how much and WHITE told him "ten big ones", meaning \$10,000. [] stated that he told WHITE in no way could Sanitas contribute this much to his campaign. He stated that he recalled at this time he walked over to the window and pointed out to Mayor WHITE a trucking concern that was operating illegally in Boston and WHITE told him he would take care of this matter. He stated that this trucking concern was the Charlie George Trucking Company.

[] stated that he does not recall the individual who made the appointment for him to see WHITE, but feels confident that it was a city employee. He further stated that he did not observe any other disposal contractors in WHITE's office, but was told that [] (Phonetic) United Disposal of Boston and [] (Phonetic) of Howard Disposal, had been at the Mayor's office and he is of the opinion that they also made a contribution, but not as large as the contribution made by Sanitas. It was his recollection that Howard Disposal had been through Mayor WHITE's office the day after he, [] was there. b6 b7C

After his conversation with Mayor WHITE was completed he returned to Sanitas and told [] of the Mayor's request. [] told him that this could be handled and he recalled that [] called Clean Brite and told them that they would have to pay half of the \$10,000. It was his impression that Clean Brite agreed to this payment. [] commented that eventhough Clean Brite agreed, it is his personal opinion that the \$10,000 that was eventually contributed to Mayor WHITE's campaign, was taken from funds of Sanitas, Inc. [] stated that he has no independent recollection of accompanying [] to the Mayor's office to make the \$10,000 contribution. however, he stated that he would not deny accompanying [] and it is possible that he did so, but he has no personal recollection. He stated that if [] said he accompanied him, that he could have been with [] when the payment was made. [] stated that [] is an egotistical individual who had never met the mayor before and wanted to meet the mayor to build his ego up and he feels confident that [] personally made the payments to Mayor WHITE. He stated that there is no question b6 b7C b7D

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in his mind that the \$10,000 payment was made and that Sanitas through [] made the payment, but again reiterated that he has no personal recollection of accompanying [] to Mayor WHITE's office. In this regard, he stated that he has a list of checks which were transferred from one of the corporations and he would make this list available, which could possibly pinpoint the \$10,000 payment made to Mayor WHITE.

[] specifically questioned as to any meetings that he might have had with other waste disposal contractors concerning contracts with the City of Boston. He stated that it was his practice, as well as other disposal contractors, to get together to compute the cost factors in submitting bids for their territories and in this regard, he had numerous meetings with the different contractors. However, he pointed out that these meetings were based strictly on the contracts anticipated and what the future wage demands made by the Teamsters Union would be. He stated that to successfully bid, it would be necessary to have this information available. He stated that at no time did he ever attend a meeting in

[]'s office in which [] (phonetic) and [] were present, in which contracts were discussed to the effect that the contractors would bid on different areas or sections, and thereafter, after successfully obtaining the contracts, transfer these sections back to the other contractors who originally had them. He was specifically asked what contract Sanitas bid on in the 1972 contracts and he stated that they bid on the area previously serviced by Dooley's Disposal. He would not explain or could not explain why they bid on the Dooley section and why they subsequently transferred the Dooley section back to Dooley and Dooley in turn transferred the section 1B back to Sanitas. He did comment that the Dooley section would be a lucrative operation, however, the downtown section would mean approximately \$1,500,000 more business to Sanitas than the Dooley section. He could not or would not explain why the transfer was made, but denied having any agreement with Mayor WHITE or JOE CASAZZA, Commissioner of Public Works, that the territories would be transferred back to the contractors who previously held them prior to the issuance of the new contracts. He emphatically denied submitting a bid which would include a \$150,000 over and above the normal profits expected to be realized from the contracts. In

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BS 92-2202

regards to the transfers of the section, he commented that Sanitas having the proper equipment could do a better job in section 1B than Dooley, however, he again denied any possible collusion between Dooley, Sanitas and the City of Boston.

In regards to Commissioner of Public Works JOE CASAZZA, he stated that under no circumstances would this individual accept a bribe or do anything illegal and he was an honest upright person who would not accept any payments in any way. He stated he definitely did not have any discussion with this individual as to the transfer of the section for the \$10,000 consideration made to Mayor WHITE's campaign.

In regards to [redacted] who [redacted] a waste disposal company as a subsidiary for Sanitas, he stated that he did have a serious falling out with [redacted] and stated that he did threaten to shoot [redacted]. He stated that [redacted] had previously [redacted] company and was attempting to have it [redacted] and he, [redacted] contacted [redacted] and [redacted] agreed to assist in having the disposal company returned. After this conversation, [redacted] walked into another office and he, [redacted] overheard [redacted] make the statement that he was going to report the matter to the Attorney General and cause trouble for [redacted]. [redacted] at this time told [redacted] that if he caused any embarrassment to him or his family, that he would shoot him. He stated that eventually the dispute was resolved and the business was sold back to [redacted].

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[redacted] advised that he was returning to the Boston area on or about [redacted] and can be contacted at his former residence if any information is desired.

FEDERAL BUREAU OF INVESTIGATION

1.Date of transcription 2/24/75

[redacted] and [redacted] was initially contacted at Boston City Hall and advised by SA SHEEHAN that he, SHEEHAN, then had in his possession a subpoena directed to the Clerk for the City of Boston calling for production of reports reflecting contributions and disbursements relative to the 1971 Boston Mayoralty campaign relating to the successful candidate and current Mayor of Boston, KEVIN H. WHITE. [redacted] was told that in an effort to prevent unnecessary publicity SA SHEEHAN was personally contacting [redacted] and asking that the desired records be made available voluntarily. [redacted] said the production of such records could be no problem under ordinary circumstances since Mayor WHITE and he considered these records to be of a public nature but under the applicable laws relating to said records in 1971 they were destroyed. [redacted] pointed out that current laws require these records to be kept for the entire term of the candidate's office.

[redacted] was told that as of 11:00 a.m. today (February 19, 1975) FBI inquiry had determined that said records were available and were under the control of the Boston City Clerk in a locked vault. [redacted] attempted to contact the City Clerk telephonically, subsequently advising said individual had left for the day and that he, [redacted] would resolve the matter during the morning of February 20, 1975. b6 b7C

On February 20, 1975, [redacted] made available a copy of a report filed by the KEVIN H. WHITE for Mayor Committee with the Boston City Clerk on September 28, 1971, said report reflecting receipts and disbursements. [redacted] said this report related to the primary campaign; that the City Clerk was not aware a copy was placed in the safe by one of his assistants; that there are no reports available relating to the final election of 1971, said reports destroyed and no copies maintained.

Interviewed on 2/19 & 20/75 at Boston, Massachusetts File # Boston 92-2202

by SA ROBERT E. SHEEHAN and
SA [redacted] - RES/gm Date dictated 2/21/75

BS 92-2202

A review of the report made available for [] containing receipts and expenditures of the KEVIN H. WHITE for Mayor Committee revealed reported receipts, expenditures, disbursements, and liabilities from June 3, 1971 up through September 14, 1971. This report contains only activity relating to the 1971 primary election as distinguished from the final election which took place in November, 1971.

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No record of receipts from [] and/or Sanitas and Freaney Company could be located.

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/25/75

1.

[redacted]
[redacted] Massachusetts, provided the following information at the offices of the United States Attorney for the District of Massachusetts. Assistant United States Attorneys [redacted] and Internal Revenue Service (IRS) Intelligence Agent [redacted] also participating in the interview:

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He worked for [redacted] ([redacted]), a waste disposal company for [redacted] years, serving as [redacted] when [redacted]. In about June, 1970, while [redacted] company in [redacted] an [redacted] called and requested he come back to [redacted] in Boston, which he did, subsequently being named [redacted]. He did not know [redacted]'s specific title with Sanitas at this time but did know he was [redacted] and at one time was designated as [redacted].

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He was aware that [redacted] also [redacted] a company called [redacted] by [redacted] that substantial checks were drawn against JAF via [redacted] invoices; that exclusive of open truck services performed by [redacted] for JAF, other charges ie "dumping fees" and "work done in district" was not performed.

During the years 1970-73 the books and records of JAF were handled in the Cleanbrite (a janitorial services [redacted] and also acquired by Sanitas) offices in East Boston as distinguished from JAF's South Boston location [redacted] served as [redacted] at Cleanbrite and was authorized to sign JAF checks, maintaining the checkbook and other JAF records at the East Boston location. When [redacted] operated out of the East Boston location he assumes that the [redacted] invoices were typed there, [redacted] obtaining the check from [redacted]. Later, when [redacted] moved to the [redacted] [redacted] would handle payments via a telephone call

Interviewed on 4/22/75 at Boston, Massachusetts File # BS 92-2202

by SA ROBERT E. SHEEHAN/st Date dictated 4/23/75

BS 92-2202

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instructing that an invoice be prepared, [] either picking up the check personally or having a JAF employee, ie, [] deliver the check to him. When JAF books and records came into JAF custody, physically, [] would telephonically instruct one of the employees what to type on the [] invoice to support subsequent checks issued. [] was an [] and [] to obtain the checks. He was never given any reason for the fictitious [] invoices other than impressions that the money was being loaned to other Sanitas subsidiaries or otherwise used to expand Sanitas' rubbish business in other parts of the country. He did not know specifically what [] did with the money; said he spoke to [] telling him to stop that practice, almost immediately coming back and telling him to not do so.

He pointed out that JAF books and records were maintained by [] at some distance from JAF; that he would forward invoices received via normal channels to [] for payment; that [] was [] At no time did [] subsequently also designated as authorized signator of the JAF account, ask him about the invoices and/or issuance of checks to [] He personally never made out a check to [] nor did he personally receive proceeds of these checks, adding he "never benefited five cents".

He has no recollection of seeing any of the JAF cash payments journals; saw only the monthly report summarizing operations; understood that [] had one loan for \$50,000.00 which was not repaid as of April, 1974.

At one point he asked auditors working on JAF books to prepare for him a list of the [] checks which he received and has at home.

[] worked for [] for several years at [] then [] subsequently named [] When [] by Sanitas in late [] told

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BS 92-2202

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him that weekly checks should be issued to [] for approximately \$3400.00, which was done, checks signed by either []. He has no recollection of invoices being issued to support issuance of the checks, thinking [] could have signed petty cash slips. He was given the impression that the money was for dumping charges but was never told the purpose of these payments which fact [] acknowledged in his presence when questioned by the Sanitas officials in 1974, one named [] the other name he could not recall. Sometime prior to April, 1974, Sanitas officials decided to get rid of accounts handled by [] that apparently required the weekly withdrawal. A former Sanitas official whose name he could not recall took these accounts. He has no knowledge as to what [] did with the money; said [] handled no municipal, state, or Federal government accounts; that some of the accounts he recalled [] as handling were:

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CAER - Fastener

H. P. Kowd

United States Chemical

Humble Oil

Serta Mattress

Harvard University

It appeared to him that payments to [] were a continuation of payments made to []

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When asked if anyone at Sanitas gave him funds, with the request he give funds to anyone else, he said he preferred not to answer that question, than adding anything in that category was minor, ie, getting money to buy tickets for someone.

Sometime in 1971 and before the primary election of a Mayor for the City of Boston, he received a telephone call from an individual identifying himself as working for Mayor WHITE, said individual's name he did not recall. He was told that an appointment had been set up for him to contact

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WHITE at Boston City Hall. He had never previously been contacted by Mayor WHITE but was not surprised at getting the call, pointing out he knew WHITE was a candidate for re-election; that JAF had the downtown waste disposal contract for the City of Boston. He had the impression that WHITE had made appointments with other contractors; had no knowledge of prior donations by JAF to WHITE; had been asked many times to buy tickets for dinners on behalf of political candidates.

He kept the appointment with Mayor WHITE in WHITE's office. The Mayor initiated the conversation by showing him monies paid by the City of Boston to JAF. These figures were not accurate, containing amounts paid to a sewer company no longer controlled by JAF, concerning which he so advised the Mayor. WHITE said he was running for re-election against LOUISE DAY HICKS and expected a tough campaign, that he needed money for the campaign and was looking to him, [redacted] for help. He commented that WHITE never did anything for him, WHITE suggesting that he never asked him for anything. At this point he was looking out the window and saw one of [redacted]'s trucks, pointing out to WHITE that [redacted] had no permission to operate in the City of Boston, that [redacted] was non-union, a price cutter who was taking business away from him.

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WHITE indicated he would look into that situation, then told him that he wanted that amount, writing \$10,000 on a piece of paper. He replied WHITE had to be crazy, WHITE replying he did not see why this could not be done. He pointed out that he was an errand boy and that he would talk to his boss and get back. After leaving WHITE, he went to [redacted]'s office, telling [redacted] of WHITE's request, [redacted] immediately saying to give the money to WHITE. [redacted] obviously did not know WHITE at this time, he, [redacted] telephonically contacting WHITE and introducing WHITE telephonically to [redacted]

[redacted] told the Mayor that the problem could be handled. Subsequently, the date he cannot recall, he went to WHITE's office and [redacted] handed WHITE an envelope containing \$5,000 in cash. [redacted] went to see WHITE again with another \$5,000, he not present, [redacted] indicating that Attorney [redacted] was then present. He has no recollection of any conversation between WHITE and [redacted] at the time the \$5,000 was given to WHITE. He has no specific knowledge how [redacted] obtained the \$10,000 cash but assumes it came from [redacted] vouchers charged to JAF. [redacted] indicated initially that [redacted] would pay \$5,000 since they were cleaning the [redacted] the remaining \$5,000. However, he feels certain the entire \$10,000 came from the [redacted] account.

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The \$5,000 [redacted] gave to WHITE in his presence occurred in the office of Mayor WHITE at Boston City Hall.

As far as he knows WHITE did nothing about [redacted]'s trucks operating as he always did from the time of WHITE's request to the present.

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He has no specifics as to whether or not other contractors made contributions to WHITE's re-election campaign; heard talk that other contractors gave \$1,000 and were amused that JAF gave \$10,000. He pointed out that Mayor WHITE could not do any damage to JAF if they did contribute to his campaign re-election nor could he cause

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any severe problems to the other contractors. The City of Boston contracts are handled on a bid basis every 3 years. The Commissioner of Public Works for the City of Boston, JOSEPH CASAZZA, is a hard-nosed individual who could not be approached with any kind of a dishonest or illegal deal.

In 1972 he personally submitted a bid of JAF for the City of Boston waste disposal contracts. He arrived at his bid figures via consultation with other company employees and talked with other contractors about what amount would be offered in connection with the Local 379 contract, a big factor in any bids. He never discussed what bids other contractors would make nor did he have any knowledge of contractors meeting to have an agreement on what prices they would submit in the several Boston districts. Via years of experience in the business he could pretty well analyze what other contractors might bid but never received this information on a specific basis from anyone. [] did not know his final figures bid in connection with the 1972 contracts, he computing all data and making a final decision as to what bid he would make by himself at the Howard Johnson Motel on the Southeast Expressway, Boston. When the bids were opened, [] had the low bid on the downtown district, 1B, he receiving the low bid on the Roxbury District. Roxbury had a good profit factor and he was not overly upset. [] had bid about \$150 a week lower on the 1B district than he had. JAF had had the 1B district for many years and had the expertise in handling problem areas, ie, the North End, with its narrow streets and serviced many private accounts with containers placed with said accounts some years ago. The contractor having District 1B was permitted to dump its commercial accounts without charge at the city of Boston dumping facilities which naturally increased profit factors. It would necessitate a company taking over 1B for the first time to invest a substantial sum of money to take away the private, commercial accounts that had been serviced by JAF for many years.

JOE CASAZZA telephonically contacted him after the bid awards and asked if JAF would take back 1B at []'s bid price, [] to take back Roxbury at the price bid by JAF. CASAZZA pointed out the problems that

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would arise with a new contractor in District 1B, pointing out he wanted to avoid these problems by having experienced companies take back the districts they previously serviced. This was accomplished and he had no information that an agreement to do so was made at this time. In response to a question as to whether or not [] met with other contractors to rig the bids and therefore to obtain extra profits with the pre-knowledge they would all get their own districts back, he commented he knew of no such plan; that all of the contractors hated []'s guts and would not trust him; that [] never even knew the price being bid by JAF let alone the other contractors.

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In connection with the 1975 bids which resulted in the City of Boston saving money over the 1972 bids, he pointed out that the City of Boston established a new bid procedure in that instead of all districts being bid the same day, initially three districts were put out on bid, a Black man from Hyde Park entering the bidding for the first time and submitting a low bid that shut out other contractors. A second bid was then contested, the Hyde Park man again bidding low, the other contractors reducing their profit figures substantially in an effort to get some work. This procedure resulted in lower bid prices, Sanitas, via [] submitting a bid in District 1B that was ridiculously low and was actually increased \$80,000 per year by the City of Boston to insure performance. [] also submitted other ridiculously low bids and Sanitas was losing \$18,000 monthly as a result of his mis-management. He noted that the City of Boston contracts are awarded every three years, the city picking up 50 percent of the labor increase cost annually.

[] pointed out that the unions always had the bidding companies "over a barrel" by having their contract expire the same time new contracts would be awarded by the City of Boston; the decisions as to what pay would be offered to the union would result in last minute changes in anticipated bids and require companies to operate on the new contracts for the City of Boston almost immediately upon award.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/24/75

1.

JOSEPH F. CASAZZA, Commissioner of Public Works, City of Boston, was interviewed at the Boston City Hall, at which time he provided the following information:

He has never received any information alleging that refuse contractors met prior to City of Boston bids to discuss what specific bids they would submit and agree to bid in certain districts with the understanding that they would receive back districts previously handled by them on prior contracts. He is aware that contractors would meet jointly prior to bid submission in an effort to determine what would be the amount agreed to pay the Teamsters Union in connection with that union's annual negotiations. He pointed out that the Teamsters Union contract in prior years up until 1974 coincided with the bid dates, causing bids to come in late, no contractor submitting a bid until the labor rate had been resolved. In efforts to stimulate early bidding, he himself had met with the union and company officials in the past.

He was asked if Freaney Company and Dooley Brothers successfully bid on the Roxbury and Boston Proper districts, respectively, in 1972 and if after said bids these companies were permitted to return to the districts they previously handled, Freaney in Boston Proper, Dooley, the Roxbury area. He replied that there were no bids in 1972 and that Agent SHEEHAN was undoubtedly referring to bids advertised February 17, 1971 and March 8, 1971 and awarded April 1, 1971 for the period April 1, 1971 to March 31, 1972 with options for second and third year contracts if the city so elected. He stated this situation did occur and he did recommend that the areas be swapped at no cost for the city pointing out there was no time to permit Dooley to acquire additional equipment needed to handle the Boston Proper district; that a switch of contractors with such little notice could be disastrous in the downtown area; that he suggested the switch be made, both contractors agreeing, at no cost for the City of Boston. He noted for the same set of circumstances,

Interviewed on 4/24/75 at Boston, Massachusetts File # BS-92-2022

by SA ROBERT E. SHEEHAN/mm Date dictated 4/24/75

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i.e., the time element, several other contractors were permitted to take back old districts, again at no cost to the city. The decision to so handle the 1971 awards was his and he so advised the Finance Commission of the City of Boston, receiving their approval, then preparing a letter for the Mayor of Boston explaining what was being done and why. He made a copy of a letter from him to Mayor KEVIN WHITE dated March 30, 1971 which outlined the switching of districts.

He noted that the rubbish problem in the city of Boston is complex exclusive of non-commercial work; that in the absence of preparation, tremendous service problems could result with the contractor receiving awards one day to handle the district completely strange to him, adding the problem of acquiring disposal equipment without sufficient time could be an insurmountable problem.

He said the practice of permitting contractors to dump their commercial accounts refuse at a city of Boston facility free of charge is longstanding; that the philosophy behind this practice is that the contractors will bid lower on the city work to get the dumping privileges. The decision on switching of the districts as described in the letter dated March 30, 1971 was made by him in the best interest of the city and to insure continuity of service. At no time did Mayor WHITE or anyone else suggest that said switching occur. Again, the timing of the union negotiations created the problem that he resolved via switching the districts.

CASAZZA was asked if he could give any information as to why refuse collecting costs decreased over the past two contracts, CASAZZA then advising as follows:

Prior to his appointment by the City of Boston, garbage and refuse collections were made individually, one truck with three men running up a street collecting garbage another truck with three more men working the same street collecting other refuse. The change in processing of food and greatly increased utilizations of home disposals resulted in a gigantic decrease in the amount of garbage to be collected. He therefore consolidated collections, after a year or two of negotiations with city unions who initially balked at this move, resulting in large savings.

3.
BS 92-2022

Additionally, the city changed its fiscal period so that the 1974 awards permitted him to advertise bids on three separate occasions as distinguished from one bid as had occurred in prior years. The first bid was for one part of Boston, probably three districts, the unsuccessful bidders coming in much lower on subsequent bids, knowing they had to have these contracts to service. This naturally resulted in a substantial reduction of bid prices and probably, of course, profits to the disposal companies. A change in bidding was strictly his concept and he was permitted to do so only because of the change in fiscal periods which permitted the bids to be negotiated without the threat of a Teamsters contract expiring at the same time and the possibility of a strike.

CASAZZA said he has operated the Boston Public Works Department with no interference; that he is an engineer as distinguished from a political worker; that, accordingly, he has never approached contractors to obtain or discuss campaign contributions to Mayor WHITE. He said he has operated his department without being plagued by any political interference; that some refuse contractors did meet with Mayor WHITE to complain about him, WHITE declining to involve himself in a discussion with them wherein anything of substance was discussed in his, CASAZZA's absence.

CASAZZA again noted that there were no bids in 1972; that bids were received in 1971, the City of Boston picking up its second and third year options, the next bids issued in 1974.

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The following is a copy of a letter made available by JOSEPH F. CASAZZA dated March 30, 1971 directed from him to the Mayor of Boston.

JOSEPH F. CASAZZA

Commissioner

JOHN F. FLAHERTY

Deputy Commissioner

Telephone 722-4100

Ext. 700

CITY OF BOSTON
PUBLIC WORKS DEPARTMENT

ONE CITY HALL SQUARE

BOSTON, MASS. 02201

DIVISION ENGINEERS

John F. Flaherty, Sanitary
Frederick L. Garvin, Engineering
Charles M. Martel, Highway
John P. Sullivan, Water
James F. Carter, Sewer

March 30, 1971

COPY SENT TO
CITY RECORDS
PLACES
MAYOR'S OFFICE

Honorable Kevin H. White
Mayor of Boston
One City Hall Square
Boston, Massachusetts

Dear Mr. Mayor:

By Municipal Engineer

Your approval is respectfully requested to dispense with further public advertising and to the award of contracts for "Collecting and Removing Garbage and Refuse" in various districts of the City to the second low bidder in each district, but at the low bid price in each district. The bidders, the reason for the award and the contract amounts are as stated below.

The work to be done under these contracts is for the period April 1, 1971 to March 31, 1972, with options for a second and third year contract if the City so elects. Proposals were received March 23, 1971, after public advertising in the City Record February 15, 1971 and March 8, 1971.

	<u>District</u>	<u>Contractor</u>	<u>Low Bid Price</u> <u>per year</u>
1A	Charlestown	Banco Corporation 530 East First Street South Boston, Massachusetts	\$ 122,249.20

The low bidder J.F. Ryan, Inc., has been recommended for the award of a contract in the Brighton District, which district he has had under contract for the past several years and indicated that he preferred not to be awarded the contract in the Charlestown District. The second bidder Banco Corporation who has provided satisfactory service under contract in the Charlestown District for several years agreed to accept the contract at the low bidders price.

1B	Boston Proper	James A. Freaney, Inc. One Ellery Street South Boston, Massachusetts	\$ 747,074.40
----	---------------	--	---------------

The low bidder Dooley Brothers, Inc. is being recommended for the award of a contract in the Roxbury District in which they have performed

March 30, 1971

satisfactory services under contract for many years and expressed preference for remaining in that district rather than moving to a new district. The James A. Freaney, Inc. has performed this work in the City Proper District in a satisfactory manner for many years and preferred accepting a contract in the City Proper District rather than accepting a contract in the Roxbury District.

3 - Dorchester North Jeffries Disposal Corp. \$ 772,336.00
316 Marginal Street
East Boston, Massachusetts

The low bidder United Contracting Co., Inc., of Boston is being recommended for the award of a contract in the South Dorchester District in which they have performed satisfactory services under contract for many years and expressed preference for remaining in that district rather than moving to a new district. The Jeffries Disposal Corporation has performed this work in the North Dorchester District in a satisfactory manner for many years and preferred accepting a contract in the North Dorchester District rather than accepting a contract in the South Dorchester District.

6 - West Roxbury M & C Corporation \$ 633,581.20
100 Hallet Street
Dorchester, Massachusetts

The low bidder Joseph Amara & Sons, Inc. has been recommended for the award of a contract in Jamaica Plain District, in which district they have performed satisfactory services for many years. They indicated a desire to retain the Jamaica Plain District only. The second low bidder M & C Corporation who has performed this service satisfactory in the West Roxbury District for many years expressed a desire to be awarded this contract and agreed to perform the work at the low bidders price.

7 - Dorchester South United Contracting Co., Inc. \$ 833,822.80
Of Boston
10 High Street
Boston, Massachusetts

The low bidder Jeffries Disposal Corporation is being recommended for the award of a contract in the North Dorchester District in which they have performed satisfactory services under contract for many years and have expressed preference for remaining in that district rather than moving to a new district. The United Contracting Co., Inc., of Boston has performed this work in the South Dorchester District in a satisfactory manner for many years and preferred accepting a contract in the South Dorchester District rather than accepting a contract in the North Dorchester District.

March 30, 1971

10 - Roxbury

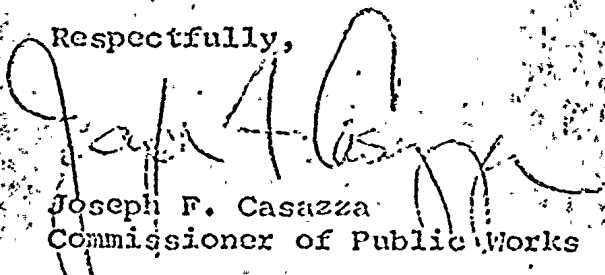
Dooley Brothers, Inc.
165 Market Street
Brighton, Massachusetts

\$ 784,532.46

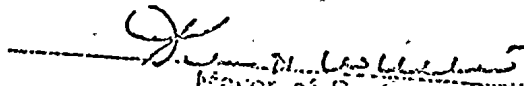
The low bidder James A. Freaney, Inc. is being recommended for the award of a contract in the City Proper District, in which they have performed satisfactory services under contract for many years and expressed preference for remaining in that district rather than moving to a new district. The Dooley Brothers, Inc. has performed this work in the Roxbury District in a satisfactory manner for many years and preferred accepting a contract in the Roxbury District rather than accepting a contract in the City Proper.

Awarding the above contracts as recommended to the second low bidders without an increase over the low bidders price and in view of the excellent service provided by the aforesaid contractors in their present respective districts, will result in maintenance of the high level of performance previously provided by this service and is in the best interests of the City.

Respectfully,


Joseph F. Casazza
Commissioner of Public Works

APPROVED


Mayor of Boston, Mass.

JFC/JFF/g1

MAR 31 1971

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE BOSTON	OFFICE OF ORIGIN BOSTON	DATE 8/4/75	INVESTIGATIVE PERIOD 5/29/75 - 7/23/75
TITLE OF CASE KEVIN H. WHITE; <div style="border: 1px solid black; width: 150px; height: 20px; margin-top: 5px;"></div>		REPORT MADE BY ROBERT E. SHEEHAN	TYPE gm
		CHARACTER OF CASE AR - HOBBS ACT	

REFERENCE

Report of SA ROBERT E. SHEEHAN at Boston 5/6/75.

- P -

LEAD

BOSTON OFFICE

At Boston, Mass.

SEE REVERSE SIDE FOR
ADD. DISSEMINATION

Will obtain a definitive opinion re potential prosecution prior to conducting any additional investigation.

ACCOMPLISHMENTS CLAIMED						<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES			
								PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO
								PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED <i>[Signature]</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW
COPIES MADE: ② - Bureau 1 - USA, Boston 2 - Boston (92-2202)		92-16513-5 REC-1 EX 104 17 AUG 8 1975 CC 10:

Dissemination Record of Attached Report				Notations SIX DATA PROC
Agency	1cc ROM CRIM. DIV			
Request Recd.				
Date Fwd.	8/27/75			
How Fwd.	106D			
By	8218/CL			

50 AUG 28 1975

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DIVISION

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F.B.I.
U.S. DEPT. OF JUSTICE

"Copy furnished
to GSA
on OCT 27 1983"
RAK: agw

Photo

CC TO: <u>White House</u>
REQ. REC'D <u>7-7-83</u>
JUL 18 1983
ANS.
BY: <u>WRS 1532</u>

Photo

CC TO: <u>SS ID</u>
REQ. REC'D <u>6-18-84</u>
JUL 13 1984
ANS.
BY: <u>JG OL Per SA</u>

Kevin H White

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BS 92-2202

ADMINISTRATIVE DATA

During reporting period case agent also handling following matters:

1. [redacted]; et al, AR - HOBBS ACT, Bufile 92-16079. Case tried 5/19/75 through 6/17/75 resulting in three convictions.
2. West End Urban Renewal Project, New Bedford, Mass.; et al, ITAR - BRIBERY, Bufile 166-6485. This case tried from 7/14/75 to 7/23/75 resulting in two guilty verdicts on Hobbs Act violations.
3. [redacted]
[redacted] ITAR - BRIBERY, Bufile 166-6714. This case concerns Hobbs Act violation re two of the most prominent Mass. political figures concerning which Grand Jury action has been initiated.

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Boston Office does not contemplate additional investigation until such time as a definite opinion is forthcoming concerning the prosecutive potential of this case.

AUSA [redacted] is on annual leave for the period 7/25/75 through approximately 8/15/75.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Boston (Attn: AUSA [redacted])

Report of: ROBERT E. SHEEHAN
Date: 8/4/75

Office: Boston, Massachusetts

Field Office File #: Boston 92-2202 *

Bureau File #:

Title: KEVIN H. WHITE;
[redacted]

Character: ANTI-RACKETEERING - HOBBS ACT

Synopsis:

Facts of case discussed with AUSA, Boston, Mass., and wide discrepancies between the two potential witnesses noted. AUSA notes facts re [redacted] coupled with [redacted]'s mental health, will be bar to prosecution; requested contact with two additional contractors who made contributions to WHITE's 1971 campaign in effort to determine whether or not pressure exerted. One contractor, [redacted] [redacted] said he didn't recall who or how the contributions were solicited, implying they were probably automatic since the days of [redacted]. The other contractor, [redacted] acknowledged contributions to WHITE's campaign in 1971, claiming no one solicited the contribution; that his contribution was based on fact [redacted] was then working for Mayor WHITE and is presently an [redacted] for the City of Boston.

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BS 92-2202

DETAILS:

At Boston, Massachusetts

The facts of this case were discussed with Assistant U. S. Attorney [] on May 29, 1975, and June 25, 1975, at which time it was noted there were wide discrepancies between the only two witnesses to the \$10,000 contribution to WHITE's 1971 campaign. It was noted during this conference that the principal witness, [] claimed he decided to make the contribution to solidify SANITAS' position for the 1972 refuse City of Boston bids in the fall of 1971 when, in fact, the contracts had already been awarded in March, 1971, and would not be again awarded until March, 1974. It was also noted that [] said he decided to make the contribution and made it accompanied by [] while [] claimed he had been solicited himself by WHITE, he then going to [] who approved paying the \$10,000. [] requested at this time two additional refuse contractors who made contributions to WHITE's 1971 campaign be interviewed to determine whether or not pressure was exerted on them; that at the conclusion of said interviews a re-evaluation will be made as to the prosecutive potential of this case. [] also noted that the facts relating to the shares of stock given to [] coupled with []'s mental health, would be a bar to prosecution as to that portion of []'s statements.

b6
b7C
b7D

FEDERAL BUREAU OF INVESTIGATION

1.Date of transcription 7/3/75

[redacted] was contacted at Banco Division, SCA Disposal Services, 530 East First Street, South Boston, at which time he provided the following data:

He is no longer associated with Banco; was formerly an officer of the firm which merged with SCA; [redacted]
[redacted]

In response to the question as to the purpose of the interview, [redacted] was told it pertained to contributions to the KEVIN WHITE campaign in 1971 and meetings of disposal contractors working for the City of Boston, at which time the prices to be bid and the switching of districts after awards were discussed.

He made contributions to the WHITE campaign in 1971; does not recall the amount; would have to check with [redacted] [redacted] who worked for the firm to determine how much was contributed. Contributions were made by [redacted] and himself from their own funds and not from corporate funds. No one suggested that if contributions were not made that the firm would have problems with their contracts. He doesn't recall who or how the contributions were solicited and in response as to why made noted they were probably automatic since the days of [redacted].

b6
b7C

He never attended a meeting with other disposal contractors in connection with the 1971 City of Boston contracts, at which time contractors discussed what bids would be made and districts to be bid with the understanding they would switch back to districts previously. The City of Boston would handle any changes for districts, not the contractors.

The Federal Government would be able to check the firm's accounting via Internal Revenue Service returns.

Interviewed on 7/1/75 at South Boston, Mass. File # Boston 92-2202

by SA ROBERT E. SHEEHAN and
SA [redacted] - RES/gm Date dictated 7/2/75

FEDERAL BUREAU OF INVESTIGATION

1.Date of transcription 7/3/75

[redacted] was contacted at Jeffries Disposal Division, SCA Disposal Services, Charger Street, at which time he provided the following information:

He [redacted] Jeffries Disposal from [redacted] or [redacted]. He is now designated as an [redacted] for Jeffries Disposal.

In 1971 he contributed \$1,500.00 to the campaign of KEVIN H. WHITE who was running for re-election as Mayor of Boston. Payment was via his check from his personal account at the National Shawmut Bank. No corporation funds were used for this purpose. No one solicited the contribution nor did anyone suggest that if he didn't contribute he would have a problem in connection with his work for the City of Boston. His contribution was based wholly on the fact that [redacted] was then working for Mayor WHITE and is presently as [redacted] for the City of Boston. He has no recollection of making a \$500.00 donation in 1971; said his firm formerly operated from Marginal Street in East Boston.

b6
b7C

He has never attended any meeting when contractors discussed what bids they would submit on City of Boston contracts nor did anyone know what he bid prior to opening. He never heard of any agreement among disposal contractors as to which districts would be bid, the bid prices submitted, and/or switching of districts after awards.

He will have his accountant locate cash disbursements journals and cancelled corporate checks for the year 1971 and make them available for review.

Interviewed on 7/1/75 at Revere, Mass. File # Boston 92-2202
by SA ROBERT E. SHEEHAN and
SA [redacted] - RES/gm Date dictated 7/2/75

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE BOSTON	OFFICE OF ORIGIN BOSTON	DATE 11/18/75	INVESTIGATIVE PERIOD 9/3/75 - 11/13/75
TITLE OF CASE KEVIN H. WHITE; <div style="border: 1px solid black; width: 150px; height: 15px; margin-top: 5px;"></div>		REPORT MADE BY ROBERT E. SHEEHAN	TYPED BY gm
		CHARACTER OF CASE AR - HOBBS ACT	

REFERENCE

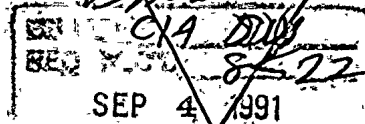
Report of SA ROBERT E. SHEEHAN dated 8/4/75 at Boston.

b6
b7C

- P -

LEAD

BOSTON OFFICE

At Boston, Mass.Will follow with AUSA 

-A*-

ACCOMPLISHMENTS CLAIMED					<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES			
							PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO PENDING PROSECUTION OVER SIX MONTHS: <input type="checkbox"/> YES <input type="checkbox"/> NO

 APPROVED  SPECIAL AGENT
 COPIES MADE IN CHARGE

DO NOT WRITE IN SPACES BELOW

- ② - Bureau (92-16513)
 1 - USA, Boston
 2 - Boston (92-2202)

92-16513-6 REC-64

14 NOV 20 1975

EX-112

Dissemination Record of Attached Report			
Agency	100 ROM CRIM. DIV.		
Request Recd.			
Date Fwd.	12/1/75		
How Fwd.	66D		
By	FJB E 2/2/76		

Notations

 SIX
 DATA PROC

62 DEC 3 1975

COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Boston (Attn: AUSA [redacted])

Report of: ROBERT E. SHEEHAN
Date: 11/18/75

Office: Boston, Massachusetts

Field Office File #: Boston 92-2202

Bureau File #: 92-16513

Title: KEVIN H. WHITE;
[redacted]

Character: ANTI-RACKETEERING - HOBBS ACT

Synopsis: No determination made as to prosecutive potential
of this case.

b6
b7C

- P -

DETAILS:

At Boston, Massachusetts

Assistant U. S. Attorney [redacted], District
of Massachusetts, on November 13, 1975, said no determination
has yet been made as to the prosecutive potential of this case.

-1*-

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE BOSTON	OFFICE OF ORIGIN BOSTON	DATE 2/17/76	INVESTIGATIVE PERIOD 12/12/75 - 2/11/76
TITLE OF CASE KEVIN H. WHITE:		REPORT MADE BY SA ROBERT E. SHEEHAN	TYPED mm
		CHARACTER OF CASE AR - HOBBS ACT	

REFERENCE: Report of SA ROBERT E. SHEEHAN dated 11/18/75 at Boston.

b6
b7C

(C)

Photo

CC TO: White House
REQ. REC'D 7-7-83
JUL 18 1983
ANS.
BY: WRS/SSL

"Copy furnished
to GSA
on OCT 27 1983."
RAK: agw

Photo

CC TO: SS ID
REQ. REC'D 6-18-84
JUL 13 1984
ANS.
BY: JG OK Per SA [redacted]
Kevin H White

ACCOMPLISHMENTS CLAIMED						<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES			
								PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO
								PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED <i>[Signature]</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW	
COPIES MADE:		92-16513-7	REC-23
② Bureau (92-16513) 1 USA, Boston 1 Boston (92-2202)		9 FEB 19 1976	ST-111

Dissemination Record of Attached Report				Notations
Agency	1cc ROM CRIM. DIV			
Request Recd.				
Date Fwd.	2/24/76			
How Fwd.	106D			
By	SHL			

57 FEB 23 1976

-A*-

COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE
Federal Bureau of Investigation

Copy to:

1 USA, Boston
Attn: AUSA [REDACTED]Report of:
Date:ROBERT E. SHEEHAN
February 17, 1976

Office Boston, Massachusetts

Field Office File #:

92-2202

Bureau File #:

92-16513

Title:

KEVIN H. WHITE;
[REDACTED]

Character:

ANTI-RACKETEERING - HOBBS ACT

b6
b7C

Synopsis:

AUSA, Boston said there was no supporting evidence that would enable him to initiate a course of prosecutive action.

(C)

Details:

On February 11, 1976, Assistant United States Attorney [REDACTED] District of Massachusetts, Boston, Massachusetts said there was no supporting evidence that would enable him to initiate a course of prosecutive action; that he is closing his file.

1*

BS 194C-59



b6
b7C
b7D

On 2/11/76, AUSA [redacted] declined prosecution in this matter because there was no supporting evidence to warrant prosecution.

b6
b7C

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

No Duplication Fees are charged for Deleted Page Information Sheet(s).

Total Deleted Page(s) ~ 1
Page 59 ~ b6, b7C, b7D

Boston Police

154 Berkeley Street
Boston, Massachusetts 02116
617-536-6700 Emergency 911

February 4, 1977

LOCAL & STATE

Mr. Clarence M. Kelley,
Director,
Federal Bureau of Investigation
Washington, D. C.

Attn: Laboratory Division

Unknown Subject. MK 11
Kevin H. White - Victim;
Possible Threat
770208106

Sir:

Enclosed herein is a postcard received by the Massachusetts State Police, on February 4, 1977, and in turn given to the Boston Police Department, allegedly [redacted] which threatened the life of Kevin H. White, Mayor of Boston, in an assassination attempt.

I would greatly appreciate that this postcard be examined in the laboratory division of your Bureau to determine if the party who typed this card has in the past typewritten similar information in regards to threats to any other people in high government positions.

After examination of this postcard I respectfully request this item be returned to Superintendent, John F. Doyle, Chief, Bureau of Investigative Services.

Very truly yours,

John F. Doyle
Superintendent, John F. Doyle,
Chief, Bureau of Criminal Investigative
Division, Boston Police Department
154 Berkeley Street, Boston, Mass. 02122

b6
b7C
b7D

EXP-PROC
34
FEB 7 1977

Index Files

ENCLOSURE

REC'D
FEB 14 1977

PHOTOGRAPHER

FEB 9 1977

23 FEB 7 1977

SEVEN
COK

V-15 ST-108

V-20 DE-47
723

35C-37

95 214058

70 FEB 25 1977

Boston Police

154 Berkeley Street
Boston, Massachusetts 02116

February 9, 1977

Mr. Clarence M. Kelley, Director
Federal Bureau of Investigation
Washington, D.C.

LOCAL & STATE

Attn: Laboratory Division

Sir:

*unknown Subject;
Massachusetts Bay
Transportation Authority - Victim
Threat to Assassinate*
770214015

Enclosed herein is a postcard received by the Boston Police Department on February 9, 1977, alleged telling of an organized conspiracy to assassinate members of the Massachusetts Bay Transportation Authority.

Victim

Kevin H. White

I would like to determine if the party who typed this postcard has, in the past, written similar information regarding threats to people in high government office. A similar postcard was forwarded to you by the Boston Police Department, dated February 4, 1977.

MOSS,

I respectfully request that this item, after examination by your laboratory division, be returned to Superintendent John F. Doyle, Chief, Bureau of Investigative Services.

Very truly yours,

John F. Doyle
John F. Doyle,
Superintendent, Commanding
Bureau of Criminal Investigations

JFD:kjl

EXP. PROC.
38 FEB 11 1977

ST-108

DE-41

REC-37

95-214183

95-214058-1X

ENCLOSURE

LAB REPORT
5-11-77
CFK/RSM

ED-11 3 11 11 11
ED-11 3 11 11 11
REC'D

FEB 14 1977
18

AUG 8 1977

FEB 18 1977

over

241
REPORT
of the



FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

1 - b6
b7c

To: Chief of Police
154 Berkeley Street LOCAL & STATE
Boston, Massachusetts 02116

February 28, 1977

REGISTERED

Attention: Mr. John F. Doyle
Superintendent

FBI FILE NO.

95-214058

LAB. NO.

D-770208106 SN

Re: Unknown Subject;
Kevin H. White - Victim;
Possible Threat

YOUR NO.

Reference Letter 2/4/77

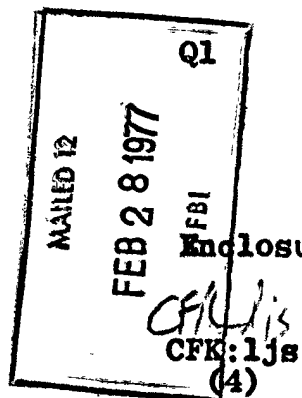
The material described below has been searched in the following file without effecting an identification:

Anonymous Letter File

Copies have been added to this file for future reference.

The submitted material is returned herewith. Photographs are retained.

MATERIAL SUBMITTED:



Postcard postmarked "BOSTON, MA 021 - PM FEB 1977" addressed to "Dept of Public Safety" 1010 Commonwealth Ave. Boston Mass."

REC-37

95-214058-2

MAR 1 1977

This examination has been made with the understanding that the evidence is connected with an official investigation of a criminal matter and that the Laboratory report will be used for official purposes only, related to the investigation or a subsequent criminal prosecution. Authorization cannot be granted for the use of the Laboratory report in connection with a civil proceeding.

Clarence M. Kelley
Director

MAIL ROOM ☒TELETYPE UNIT ☐

55 MAR 10 1977

CCK 3218 (NTP)

RECORDED
2/10/77
ljs

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

NO LAB FILE

Laboratory Work Sheet

To: Chief of Police
154 Berkeley Street
Boston, Massachusetts 02116

Attention: Mr. John F. Doyle
Superintendent

Re: Unknown Subject;
Kevin H. White - Victim;
Possible Threat

FBI FILE NO.

95-21405 8-2

LAB. NO.

D-770208106 SN

YOUR NO.

Examination by:



b6
b7C

Examination requested by:

Addressee

Reference:

Letter 2/4/77

Examination requested:

Document

Specimens received:

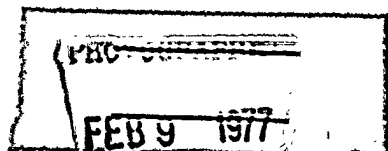
2/7/77

Q1 Postcard postmarked "BOSTON. MA 021 - PM 4 FEB
1977" addressed to "Dept of Public Safety
1010 Commonwealth Ave. Boston Mass."

7-4a Q1 not ident Anonymous
Letter file.
Photograph added.

Return evidence

Q1 is returned herewith.
Photographs are retained.





Tw. Q1 measures 212 Searched A & J Under Elite Tw.
Type similar to and others listed

IBM Standard Prestige Elite
Smith Corona Presidential Elite
Royal Herald Elite
Underwood Saratoga (Esteem Elite)
Rem. Elec. Paramount Elite

Nothing imp. noted.

Adapted to
Under Elite
Tw.

Prob. not Underwood Esteem Elite
or Remington Paramount Elite
(see for "S")

2/23/77
ams

Prob. Underwood
style of type

RECORDED
2/10/77
ljs

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

NO LAB FILE

Laboratory Work Sheet

To: **Chief of Police**
154 Berkeley Street
Boston, Massachusetts 02116

Attention: Mr. John F. Doyle
Superintendent

Re: **Unknown Subject;**
Kevin H. White - Victim;
Possible Threat

FBI FILE NO.

65-21405

LAB. NO.

D-770208106 SN

YOUR NO.

Examination by:

b6
b7C

Examination requested by: **Addressee**

Reference: **Letter 2/4/77**

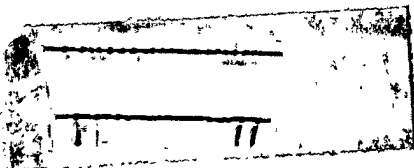
Examination requested: **Document**

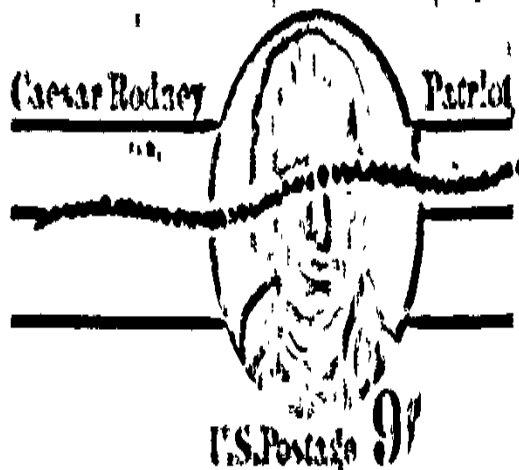
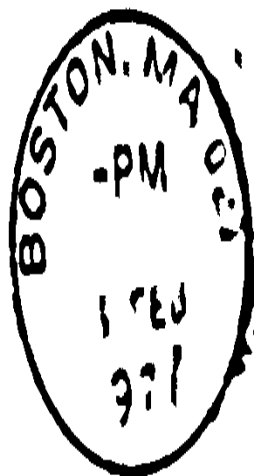
Specimens received: **2/7/77**

Q1

Q1 dated 1/20/77
7-4a dated 2/28/77 answer
Postcard postmarked "BOSTON, MA 021 - PM - FEB
27" addressed to "Dept of Public Safety
1010 Commonwealth Ave. Boston Mass."

photos & negatives
enclosed w/ 5-25-77





Dept of Public Safety

1010 Commonwealth Ave.

Boston Mass.



This [redacted]

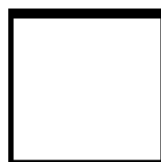
[redacted] and by this means, learned that there is a conspiracy to assassinate the mayor of Boston sometime in the near future. The date and location was not mentioned but reference to the use of a rifle was indicated. The persons who did the talking were not drunk but apparently did have just enough to drink to loosen their tongues. It would be wise therefor to warn all concerned to take precautions especially with respect to public appearances by the mayor such as parades, dedications or parties.

b6

b7C

b7D

63



Q1 D770208106

SN

DOC LAB NOTE

ITEM (S)
CAN NOT
BE SCANNED

DESCRIPTION

negatives

Boston Police

154 Berkeley Street
Boston, Massachusetts 02116
17-536-6700 Emergency 911

LOCAL & STATE

March 21, 1977

Mr. Clarence M. Kelley, Director
Federal Bureau of Investigation
Washington, D.C.

Attn: Laboratory Division

Sir:

Enclosed herein is a postcard received by the Boston Police Department on March 18, 1977 allegedly reporting a threat to kill Kevin H. White, Mayor of the City of Boston at the St. Patrick's Day parade March 20, 1977.

I would appreciate having this postcard examined in the laboratory division of your Bureau to determine if the party who typed this card has in the past typewritten similar information in regard to threats to any other people in high government positions.

After examination of this postcard, I respectfully request this item be returned to Deputy Superintendent John E. Barry, Intelligence Division.

Very truly yours,

John E. Barry
JOHN E. BARRY
Deputy Superintendent, Commanding
Intelligence Division

Enc.

JEB/kjl

PHOTOGRAPHED

MAR 28 1977

ENCLOSURE
M&H

LAB REPORT
5-11-77
CK/RM

AUG 8

1977

Index Files

8

3-29-77

REC-54

ST-117

7 MAR 28 1977

SEVEN

Call over

EXP. PROC.
34 MAR 23 1977

Unknown Subject;
Kevin H. White - Victim
Threat to Kill
770328027

Copy + encl. retained in Lab.

12-26-74)

REPORT
of the



FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

1 - Consolidation

To:

Chief of Police
154 Berkeley Street
Boston, Massachusetts 02116

LOCAL & STATE

May 11, 1977

REGISTERED

FBI FILE NO.

95-214058

Re:

Attention: Mr. John F. Doyle
Superintendent
Bureau of Investigative Services

LAB. NO.

D-770214015 SN
D-770328027 SN

Unknown Subject;
Kevin H. White - Victim;
Possible Assassination

Examination requested by:

Addressee

Reference:

Letters 2/9/77 and 3/21/77

Examination requested:

Document

Specimen received 2/11/77 under cover of letter 2/9/77
(D-770214015 SN):

Q2 U.S. 9¢ postcard postmarked "BOSTON MA 021 PM
FEB 19 7" with typewritten address "Box 911
Back Bay Annex, Mass 02117"

2 - Attention: Mr. John E. Barry
Deputy Superintendent
Intelligence Division

718701

2 - FBI Boston (9-2177)

REC-25

95-214058-4

22 MAY 19 1977

718700

Enclosure

ST-108

Page 11

CFK:GBR:ljs (12)CE

This examination has been made with the understanding that the evidence is connected with an official investigation of a criminal matter and that the Laboratory report will be used for official purposes only, related to the investigation or a subsequent criminal prosecution. Authorization cannot be granted for the use of the Laboratory report in connection with a civil proceeding.

1 - Bufile (80-691)

1 - Bufile (9-51217)

Note: The Identification in the Anonymous Letter File was made by Laboratory aid

Clarence M. Kelley
Director

b6
b7C

MAIL ROOM

TELETYPE UNIT

70 JUL

ST-108

Handwritten signatures and initials, including "C. M. Kelley" and "J. C. K."

100/154

Unrecorded Copy Filed in 80-691-9-51217-

Specimen received 3/28/77 under cover of letter 3/21/77
(D-770328027 SN):

Q3 U.S. 9¢ postal card postmarked "15 MAR 1977"
bearing typewritten address "Box 911 Back Bay
Annex 02117" with typewritten message on
reverse side beginning [redacted] has
learned..."

b6
b7C
b7D

Result of examination:

Q1, previously submitted, Q2 and Q3 have been
associated in the Anonymous Letter File with evidential
material submitted by FBI Boston in their case entitled
"Unknown Subject, aka [redacted] Et Al; [redacted]
[redacted] Et Al - Victim; Extortion."

b6
b7C

The questioned typewriting on Q1 most closely
corresponds to FBI Laboratory standards for an Underwood
elite style of type. The questioned typewriting on Q2
and Q3 most closely corresponds to FBI Laboratory standards
for a Remington elite style of type.

The Q1 typewriting was associated with Q18,
Q19, Q58, Q72, Q96 and Q97 in the FBI Boston matter.
The Q2 and Q3 typewriting was associated with Q98 through
Q103 in the FBI Boston case.

No indented writing, watermarks or other
extraneous marks of value were noted on the submitted
specimens that would aid in determining the specific
source of these items.

Q2 and Q3 have been photographed and are being returned in the absence of a specific request for a latent fingerprint examination. If this examination is desired, it is suggested that Q2 and Q3 be resubmitted to the Identification Division, Attention: Latent Fingerprint Section.

Q2 is returned herewith.

Q3 is being returned with the copies designated, Attention: Mr. John E. Barry, Deputy Superintendent, Intelligence Division.



**FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535**

To:

SAC, Boston (9-2177)

May 11, 1977

From: Director, FBI

FBI FILE NO.

LAB. NO.

95-214058

Re:

Unknown Subject;
Kevin H. White - Victim;
Possible Assassination

D-770214015 SN
D-770320027 SN

Examination requested by:

Reference:

Boston

Examination requested:

Letters 2/9/77 and 3/21/77

Remarks:

Document

For the information of FBI Boston, inasmuch as prosecution in your case has been declined and the case closed by report dated 6/13/73, the submitted specimens from Chief of Police, Boston are not being consolidated at this time. However, if your case is reopened the Laboratory should be advised immediately regarding a consolidation of these specimens.

Attached for Boston are copies of three incoming communications from Chief of Police, Boston and a Laboratory report dated 2/28/77, D-770208106 SN.

Enclosures (6)

DO NOT INCLUDE ADMINISTRATIVE
PAGE(S) IN
INVESTIGATIVE REPORT

CFK/GBR:1js
(4)

ADMINISTRATIVE PAGE

MAIL ROOM ☐TELETYPE UNIT ☐

32/8 b6
b7C

RECORDED
3/29/77
ljs

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

NO LAB FILE

Laboratory Work Sheet

To: Chief of Police
154 Berkeley Street
Boston, Massachusetts 02116

Attention: Mr. John E. Barry
Deputy Superintendent
Intelligence Division

Re:

FBI FILE NO.

95-214058-4

LAB. NO.

D-770326027 SN

YOUR NO.

Unknown Subject;
Kevin H. White - ~~XXXX~~ Victim;
Threat to Kill

Examination by:

b6
b7C

Examination requested by: Addressee

Reference: Letter 3/21/77

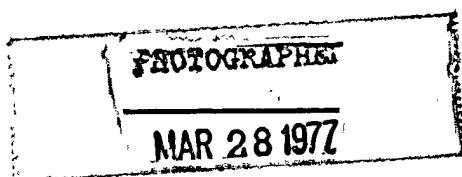
Examination requested: Document

Specimens received: 3/28/77

~~OK~~
Q3

U.S. 9¢ postal card postmarked "15 MAR 1977" bearing typewritten address "Box 911 Back Bay Annex 02117" with typewritten message on reverse side beginning has learned..."

b6
b7C
b7D



*Tw. on Q1 is a style similar to that on Q1, D-770326015 SN
(Boston PD Letter 2/19/77)
add photos to Q2 3/30/77 and kept possibly 9-51217-38
Tw. Q1 measures 212 Remington Elite (165) (Q987) Q103*

RECORDED
2/17/77
lkf

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

NO LAB FILE

Laboratory Work Sheet

To: ~~XXXXXXXXXXXX~~ COP, 154 BARKLEY ST - BOSTON MASS 02116
Superintendent John F. Doyle
~~Chief~~
Bureau of Investigative Services
~~Boston, Massachusetts 02116~~

FBI FILE NO. 95-214058-4

LAB. NO. D-770214015 SN

Re: UNKNOWN SUBJECT;
MASSACHUSETTS-BAY-TRANSPORTATION
AUTHORITY - VICTIM;
THREAT TO ASSASSINATE

YOUR NO. D77032-8021 SN

Examination by:

*Unknown Subject;
Kevin H. White - Victim
Possible assassination*

Examination requested by: Addressee

Reference: Letter 2/9/77

Examination requested: Document

Specimens received: 2/11/77

b6
b7C

Q1. U.S. 9c postcard postmarked "BOSTON MA 021 PM FEB 19 77"
with typewritten address "Box 911 Back Bay Annex,
Mass 02117"

Q2

See attached

*Tw. on Q2 is different style
from that on Q1*

D770208106 SN 95-214058-1

Q2 Tw. measures 212 -
Tw. most closely resembles
Rem. Elite (164, 165)

Searched Q2 Tw. is rather limited /

Rem. Elite & unclass. Elite

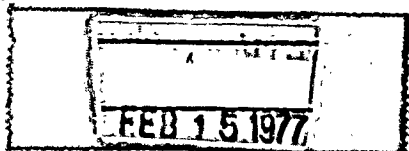
Nothing sig. noted.

Photo added to file

unclass. Tw.

3/3/77

ams.



2- Boston
9-2177

1 Bu file 9-51217

(see 9-51217) possibly
Q2-9103 1cc Consolidation

2cc attent. Mr. John E. Barry
Deputy Superintendent
Intelligence Division

2cc FBI Boston (9-2177)

JN 5/3/77
for

Need one copy of each incoming report
for attach to Boston Report.

Q1, prev. sub, Q2 + Q3 have been
associated in the ALF with evidential
material submitted by FBI Boston in
their case entitled "Unknown Subject,
aka [redacted] et al.; [redacted]
[redacted], et al. - victim; Extortion!"

b6
b7C

The Q1 Wm Q1 most closely corresponds
to FBI Laboratory standards for an ~~elite~~
~~Underwood~~ Underwood elite style
of type. The Q1 Wm Q2 + Q3 most closely
correspond to FBI Laboratory standards
for a Remington elite style of type.

The Q1 ^{TV} was associated with: Q18, Q19, Q58, Q72
Q96 + Q97 in the FBI Boston matter. The Q2 + Q3
TW ^{was} ~~was~~ associated with Q98 + Q103 in the
FBI Boston case.

No IW, WM or other optum mark of value
were noted that would be of aid in determining the
specific source of these items.

Q2 + Q3 photo + re in the absence of a
specific request for a LTP. If this exam
desired resub. ~~to the FBI~~ Robert Davis, Assoc.
LEPS.

Q2 is re with this report.

(over)

Q3 re with copies designated to Attach: John F Barry etc.

(TF) Boston FBI only

The info of FBI Boston, inasmuch as prosecution in your matter has been declined & your case closed by report dated 6/13/73 the sub. open. from C of P Boston are not being consolidated at this time & However, if your case is reopened the sub. should be advise regarding a consolidation. Attach for Boston are a copy of ³ ~~sub~~ incoming communications from C of P Boston and sub. report dated 2/28/77 D- 770208106 SN.

7-2
RECORDED
2/17/77
lkf

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

NO. LAB FILE

Laboratory Work Sheet

To: ~~XXXXXXXXXXXX~~
Superintendent John F. Doyle
Chief
Bureau of Investigative Services
Boston, Massachusetts 02116

FBI FILE NO.

95-214038-4

LAB. NO.

D-770214015 SN

Re: UNKNOWN SUBJECT;
MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY - VICTIM;
THREAT TO ASSASSINATE

YOUR NO.

Examination by:

b6
b7C

Examination requested by: Addressee

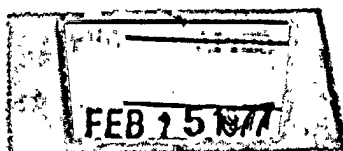
Reference: Letter 2/9/77

Examination requested: Document

Specimens received: 2/11/77

QF
Q2
U.S. 9¢ postcard postmarked "BOSTON MA 021 PM FEB 19 77"
with typewritten address "Box 911 Back Bay Annex,
Mass 02117"

*photos & negatives
enclosed in 5-25-77*



RECORDED
3/29/77
ljs

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

NO LAB FILE

Laboratory Work Sheet

To: Chief of Police
154 Berkeley Street
Boston, Massachusetts 02116

Attention: Mr. John E. Barry
Deputy Superintendent
Intelligence Division

Re:

Unknown Subject;
Kevin H. White - ~~XXXX~~ Victim;
Threat to Kill

FBI FILE NO. ~~4-214058-4~~

LAB NO.

D-770328027 SN

YOUR NO.

Examination by:

b6
b7C

Examination requested by:

Addressee

Reference:

Letter 3/21/77

Examination requested:

Document

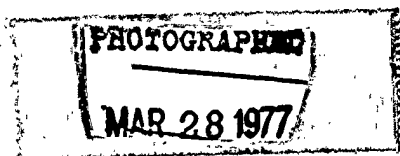
Specimens received:

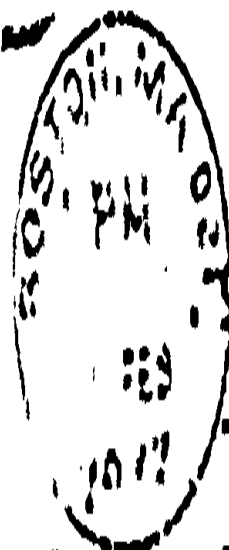
3/28/77

Q1
~~Q2~~
Q3
U.S. 9¢ postal card postmarked "15 MAR 1977" bearing typewritten address "Box 911 Back Bay Annex 02117" with typewritten message on reverse side beginning has learned..."

b6
b7C
b7D

*photos & negatives
enclosed w/you 5-25-77*





Carver Rodney



U.S. Postage 9¢

Box 911

Back Bay Annex, Mass 02117

Q2 0770214015 SN

11/17

A conspiracy has been organized to assassinate the head man
and other top brass of the Mass. Bay Transportation Authority.
Will send you more info if I can get it.



b6
b7C
b7D

RECEIVED

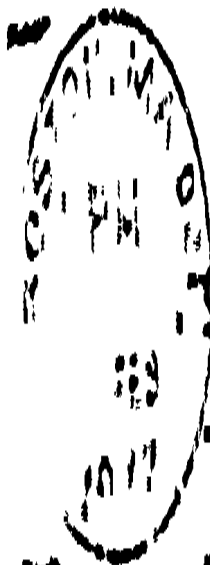
BOX 911

FEB 07 1977

BOSTON POLICE DEPT.

Q2 0770214015 SN

11/2/68



Caesar Rodney

U.S. Postage 9¢

Box 911

Back Bay Annex, Mass 02117

Q2 0770214015 SN

DOC LAB NOTE

ITEM (S)
CAN NOT
BE SCANNED

DESCRIPTION

negatives

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

No Duplication Fees are charged for Deleted Page Information Sheet(s).

Total Deleted Page(s) ~ 1
Page 27 ~ b6, b7C, b7D

INFORMATIVE NOTE

Date 5/14/81

Re: UNSUB; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR, BOSTON (BS), MASSACHUSETTS IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE; [REDACTED] - VICTIM

b7D

[REDACTED] alleged that BS Mayor Kevin White was pressuring [REDACTED] by using his influence with [REDACTED] to effect the possible indictment of [REDACTED]

b6

b7C

b7D

[REDACTED] BS Globe Columnist [REDACTED] was to be the Mayor's instrument. [REDACTED] deduced this position from mention of [REDACTED] by the Mayor during recent

[REDACTED] and subsequent attempts by [REDACTED] to reach him [REDACTED] by telephone. He noted that [REDACTED] left messages in his attempt to reach [REDACTED] to the effect that [REDACTED] was attempting to reach him concerning [REDACTED]

b6

b7C

b7D

[REDACTED] appealed to the FBI to monitor all discussions he would have with [REDACTED].

At the BS Division's request, [REDACTED] returned [REDACTED]'s telephone call. The call unmonitored but in the presence of BS Division Agents, did not according to [REDACTED] and Agents hearing [REDACTED]'s side of the conversation, contain any suggestions of impropriety or illegality.

PFN:csn (7)

1 -
1 -
1 -1 -
1 -
1 -

b6

b7C

BS Division has abandoned any desire to consensually monitor telephonic or non-telephonic conversations by unless the situation changes. b7D

John
up
PS
Sh
APPROVED

Adm. Serv. _____

Legal Coun. _____

Crim. Inv. *MB* _____

Plan. & Insp. _____

Director _____

Rec. Mgnt. _____

Tech. Servs. _____

Exec. AD Adm. _____

Intell. _____

Training _____

Exec. AD Inv. _____

Ident. _____

Off of Cong. &

Exec. AD LES _____

Laboratory _____

Public Affs. _____

BS0003 1340034

RR HQ

DE BS

R 132150Z MAY 81

FM BOSTON (194G-NEW)

TO DIRECTOR (ROUTINE)

ATTN: [REDACTED]

WCC SECTION PUBLIC CORRUPTION UNIT

BT

UNCLAS

UNSUB; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR, BOSTON,

MASS., IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE. [REDACTED]

[REDACTED] - VICTIM.

RE BOSTON TELCAL [REDACTED] TO BU [REDACTED] MAY 11, 1981.

ON MAY 11, 1981 [REDACTED]

[REDACTED] ADVISED THAT THE BOSTON CITY COUNCIL AND BOSTON, MAYOR KEVIN WHITE ARE CURRENTLY INVOLVED IN SERIOUS NEGOTIATION OVER A PIECE OF LEGISLATION OVER AUTHORIZATION FOR THE CITY TO SELL 75 AND 90 MILLION DOLLARS WORTH OF MUNICIPAL BONDS TO ALLEVIATE THE CITY'S FINANCIAL PROBLEMS. THESE NEGOTIATIONS HAVE BEEN GOING ON FOR ABOUT TWO MONTHS WITHOUT ANY RESOLVE. THE CITY COUNCIL IS SEEKING TO ADD PROVISIONS TO THE BONDING BILL WHICH WOULD LIMIT SOME OF MAYOR

RECEIVED
TELETYPE UNIT

RECEIVED
FEDERAL BUREAU
OF INVESTIGATION
COMMUNICATIONS SECTION

Exec AD-Adm.	
Exec AD-Inv.	
Exec AD-LES	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Off. Cong. & Public Aff.	
Rec. Mgmt.	
Tech. Serv.	
Training	

b6
b7C
b7D

DE-113


1514-2365-1

147
MAY 10 1981

MB

PAGE TWO BS 194C-NEW UNCLAS

WHITE'S POWERS AS TO FISCAL AFFAIRS. MAYOR WHITE DOES NOT WANT SUCH SPENDING RESTRAINTS IMPOSED AND HAS REFUSED TO APPROVE THE BONDING BILL. THE CITY COUNCIL HAS SUBMITTED FIVE VERSIONS OF THE BONDING BILL ALL OF WHICH HAVE BEEN TURNED DOWN BY MAYOR WHITE.


 ADVISED THAT THERE IS PRESENT ^{Talk} TALJ OF MUNICIPAL BANKRUPTCY

b7D

UNLESS A BONDING BILL CAN BE WORKED OUT.



b6
b7C
b7D

ON MAY 9, 1981 THE CITY COUNCIL MET AND APPROVED A FIFTH VERSION OF THE BONDING BILL. FROM ALL INDICATIONS IT APPEARS THAT MAYOR WHITE WILL NOT APPROVE THIS BILL EITHER. 

b7D

[REDACTED] b7D

ON MAY 13, 1981 [REDACTED] CALLED [REDACTED]'S HOME AND SPOKE TO [REDACTED]. SHE INFORMED [REDACTED] THAT [REDACTED] WAS NOT AT HOME. [REDACTED] THEN TOLD [REDACTED] THAT IT WAS IMPORTANT THAT HE TALK WITH [REDACTED] CONCERNING [REDACTED].

[REDACTED]

[REDACTED] (BS 194C-152) b6 b7C b7D

[REDACTED] DID NOT DISCUSS ANY SPECIFICS CONCERNING [REDACTED]. [REDACTED] LATER ON THE SAME DAY [REDACTED] CALLED [REDACTED]'S HOME AGAIN. THIS TIME HE SPOKE TO [REDACTED]. [REDACTED] WAS AGAIN INFORMED THAT [REDACTED] WAS NOT IN SO HE LEFT A MESSAGE.

[REDACTED] ADVISED THAT HE HAS KNOWN [REDACTED] FOR ABOUT TWENTY-FIVE YEARS. DURING THIS TIME [REDACTED] HAS MENTIONED THAT HE IS A PERSONAL FRIEND OF [REDACTED]. b6 b7C b7D

[REDACTED]

[REDACTED] ADVISED THAT HE BELIEVES THAT THESE PHONE CALLS FROM

[REDACTED] IS AN ATTEMPT BY MAYOR WHITE TO

[REDACTED]

[REDACTED]
[REDACTED] ADVISED HE HAS NOT RETURNED

b6
b7C
b7D

[REDACTED]'S PHONE CALLS, [REDACTED] ADVISED HE HAS NOT HEARD FROM
[REDACTED] IN A LONG TIME AND HE FELT IT WAS STRANGE THAT [REDACTED] WOULD
CALL HIM AT THIS TIME.

ON MAY 11, 1981 AUTHORITY WAS REQUESTED FOR THE USE OF A BODY
RECORDER IN THIS MATTER. THIS AUTHORITY WAS THEN GRANTED UNDER THE
POSSIBILITY OF AN OBSTRUCTION OF JUSTICE MATTER. THIS AUTHORITY
HAS NOT BEEN USED AND IS NOT ANTICIPATED TO BE USED IN THE NEAR FUTURE.

ON MAY 12, 1981 [REDACTED] MADE A PHONE CALL TO [REDACTED]
[REDACTED] FROM THE BOSTON OFFICE OF THE FBI. THIS PHONE CALL WAS NOT
MONITORED. [REDACTED] ADVISED THAT HE AND [REDACTED] DISCUSSED TWO
THINGS DURING THEIR CONVERSATION. THE FIRST THING WAS [REDACTED]
[REDACTED] DISCUSSED THE CITY
OF BOSTON FISCAL PROBLEMS. [REDACTED] TOLD [REDACTED] THAT THESE PROBLEMS
ARE ALL BECAUSE OF MAYOR WHITE. AND THAT WHITE IS NOT WILLING TO GIVE
AT ALL AND HE WANTS TO RUN THE CITY HIS OWN WAY WITHOUT ANY INTERFERENCE.

b6
b7C
b7D

[REDACTED] ADVISED THAT WHITE CURRENTLY HAS FIVE VOTES ON THE CITY COUNCIL
[REDACTED]
[REDACTED]

PAGE FIVE BS 194C-NEW UNCLAS

[REDACTED] THEN DISCUSSED [REDACTED] PROBLEMS.

[REDACTED] TOLD [REDACTED] THAT [REDACTED]'S SITUATION IS TOO CLOSE TO CALL IT IS CURRENTLY TETERING BACK AND FORTH. IT IS CURRENTLY 60 - 40 IN FAVOR OF [REDACTED]'S PROBLEM IS TOO CLOSE TO SCREW AROUND WITH.

[REDACTED] ALSO ADVISED [REDACTED]

[REDACTED] IS IN A LITTLE BETTER SHAPE THAN [REDACTED] IS. [REDACTED] ALSO TOLD [REDACTED] THAT THIS CONVERSATION WAS PRIVATE AND NOT TO DISCUSS IT. [REDACTED] TOLD [REDACTED] NOT TO LET THIS CONVERSATION GET AROUND TOWN. [REDACTED] SUGGESTED THAT THEY GET TOGETHER FOR LUNCH AND DISCUSS THIS MATTER.

b6
b7C
b7D

[REDACTED] ADVISED THAT IT SOUNDED LIKE [REDACTED] WAS TRYING TO DO HIM A FAVOR BY TELLING HIM ABOUT [REDACTED] ALSO [REDACTED]

BT

BS0007 1351850

RR HQ

DE BS

R 151645Z MAY 81

FM BOSTON (194C-186)

L TO DIRECTOR ROUTINE

BT

UNCLAS

ATTENTION [REDACTED] WHITE COLLAR CRIME SECTION, PUBLIC CORRUPTION
UNIT

UNSUB; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR, BOSTON,
MASSACHUSETTS, IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE,

[REDACTED] - VICTIM. HACPO

RE BOSTON TELETYPE TO BUREAU DATED MAY 13, 1981.

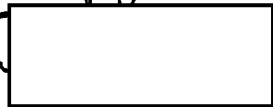
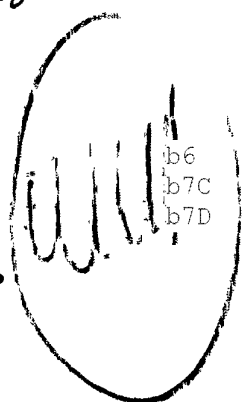
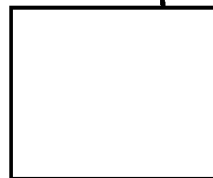
ON MAY 14, 1981, [REDACTED] ADVISED THAT ON MAY 12,
1981, HE WAS LEAVING THE [REDACTED] WHEN HE
NOTICED MAYOR KEVIN WHITE TALKING LOUDLY WITH SOME OF HIS PEOPLE.
[REDACTED] HEARD THE MAYOR MENTION [REDACTED]'S NAME SO HE STOPPED
HIS CAR. [REDACTED] AND THE MAYOR PROCEEDED TO GET INTO A HEATED
ARGUMENT CONCERNING THE PROBLEMS THAT HAD BEEN THE SUBJECT OF
DISCUSSION FOR SEVERAL MONTHS THAT IS THE MAYOR'S EXCESSIVE AND

194-2365-2

7 MAY 22 1981

64 JUN 1 1981

Exec AD Adm.	
Exec AD Inv.	
Exec AD LES	
Asst. Dir.	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Plan. & Insp.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. of Cong. & Public Affs.	
Telephone Rm.	
Director's Sec'y	



PAGE TWO BS 194C-186 UNCLAS

ILLEGAL SPENDING OF CITY FUNDS AND THE DISPUTE BETWEEN THE MAYOR AND THE CITY COUNCIL.

ON MAY 14, 1981, AT 7:30 AM, [REDACTED] COLUMNIST FOR THE BOSTON GLOBE NEWSPAPER), TELEPHONED [REDACTED] AT HIS HOME. [REDACTED] SAID THAT [REDACTED] TOLD HIM THAT THE PROBLEM WITH [REDACTED] BS 194C-152) SHOULD BE RESOLVED IN ABOUT TWO WEEKS. ONE WAY OR THE OTHER. THE TWO MEN THEN DISCUSSED THE CURRENT PROBLEMS CONFRONTING THE CITY OF BOSTON.

b6
b7C
b7D

[REDACTED] FEELS MORE STRONGLY NOW THAT THE EVENTS OF THE PAST FEW WEEKS ARE DEFINITELY AN ATTEMPT BY MAYOR WHITE TO [REDACTED]

[REDACTED]

BOSTON HAS NOT EXERCISED THE USE OF A BODY RECORDER IN THIS MATTER BY [REDACTED] TO DATE. THIS AUTHORITY WAS OBTAINED ON MAY 11, 1981.

INVESTIGATION CONTINUING.

BT

BS0001 1381825

OO HQ

DE BS

O 181640Z MAY 81

FM BOSTON (194C-186)

TO DIRECTOR IMMEDIATE

BT

UNCLAS

ATTENTION SAA [REDACTED] WHITE COLLAR CRIME SECTION, PUBLIC
CORRUPTION UNIT. (HAND CARRY TO ROOM 3137)

UNSUB; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR, BOSTON, MASS.,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE, [REDACTED]

[REDACTED] -VICTIM. HACPD

REBSTELCALL TO SA [REDACTED] ON MAY 18, 1981, BOSTON TELETYPE
TO BUREAU DATED MAY 13, 1981 AND MAY 15, 1981. 194-2365
PURPOSE:

AUTHORITY IS REQUESTED TO UTILIZE AN ELECTRONIC DEVICE MAY 22 1981
TO CONSENSUALLY MONITOR AND/OR RECORD PRIVATE CONVERSATIONS BETWEEN
[REDACTED] MAYOR KEVIN WHITE; [REDACTED]
[REDACTED] AND OTHERS CURRENTLY UNIDENTIFIED IN CONNECTION WITH
A HOBBS ACT-CPO AND POSSIBLE OBSTRUCTION OF JUSTICE MATTER.

Exec AD-Adm.	
Exec AD-Inv.	
Exec AD-LES	
Asst. Dir.:	
Adm. Serv.	
Crim. Inv.	
Ident.	
Insp.	
Intell.	
Lab.	
Legal Coun.	
Plan. & Insp.	
Rec. Mgmt.	
Tech. Serv.	
Training	
Off. of Cong. & Public Affairs	
Director's Sec'y	

18 MAY 01 18 44 Z

COMMUNICATIONS SECTION

b6
b7C
b7D

b6
b7C

PAGE TWO BS 194C-186 UNCLAS

DETAILS:

ON MAY 18, 1981, [] ADVISED THAT THE PERSON
MAYOR WHITE WAS TALKING TO [] ON
MAY 12, 1981 WAS [] INDEPENDENT TAXI
OPERATORS ASSOCIATION. [] TOLD [] THAT MAYOR WHITE
HAD ASKED HIM TO GET BOSTON CITY COUNCILLOR [] WHO
[] IS FRIENDLY WITH, TO VOTE WITH MAYOR WHITE ON THE BONDING
BILL FOR THE CITY OF BOSTON. MAYOR WHITE TOLD [] IF HE COULD
GET []'S VOTE THEN WHITE WOULD GIVE [] HIS CHOICE OF
ANY TAXI STAND IN THE CITY. [] FURTHER TOLD [] THAT
SUCH A STAND WOULD BE WORTH A LOT OF MONEY.

b6
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b7D

ON MAY 13, 1981, THE BOSTON HERALD AMERICAN NEWSPAPER RAN
A FULL PAGE STORY CONCERNING AN INTERVIEW WITH MAYOR WHITE. ONE
OF THE QUOTES OF MAYOR WHITE IN THE ARTICLE WAS "THE SCHOOL
COMMITTEE: IT'S LIKE THEY'VE GOT DIPLOMATIC IMMUNITY (IN THE PRESS).
ONE IS INDICTED, TWO ARE UNDER INVESTIGATION. THEY'RE FIVE PART-
TIMERS. IT'S LIKE A CORPORATION WITH A SUBSIDIARY OVER WHICH YOU
HAVE NO CONTROL THAT SUDDENLY GIVES YOU A \$40 MILLION OVER
RUN....".

[] ALSO ADVISED THAT THE CITY COUNCIL HELD ANOTHER

PAGE THREE BS 194C-186 UNCLAS

MEETING ON MAY 14, 1981 AND A SIXTH VERSION OF THE PROPOSED BONDING BILL WAS PASSED AND SENT TO MAYOR WHITE. LOCAL NEWSPAPER ACCOUNTS INDICATE THAT MAYOR WHITE WILL NOT APPROVE THIS VERSION. ON MAY 15, 1981 MAYOR WHITE CALLED FOR A SPECIAL MEETING OF THE CITY COUNCIL AT 3:00 PM ON MAY 18, 1981, FOR THE PURPOSE OF COUNCIL CONSIDERATION OF YET ANOTHER PROPOSAL OF MAYOR WHITE'S CONCERNING THE BONDING BILL.

ON MAY 17, 1981, THERE APPEARED AN ITEM IN THE BOSTON GLOBE NEWSPAPER ARTICLE TITLED, "SHORT CIRCUITS" WHICH CONTAINED A REFERENCE TO A DECISION TO BE MADE BY THE END OF MAY BY U.S. ATTORNEY EDWARD F. HARRINGTON CONCERNING WHETHER THERE IS SUFFICIENT EVIDENCE TO PROCEED AGAINST A MEMBER OF THE BOSTON SCHOOL COMMITTEE INVOLVING CONTINUING PROBES OF ALLEGED KICKBACKS ON THE BOSTON SCHOOL BUS CONTRACT.

[REDACTED] FURTHER ADVISED THAT THERE IS ABSOLUTELY NO DOUBT IN HIS MIND THAT MAYOR WHITE AND [REDACTED] ARE ATTEMPTING TO EXTORT [REDACTED]

[REDACTED] ADVISED THAT HE DOES FEEL VERY MUCH

b6
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PAGE FOUR BS 194C-186 UNCLAS

THREATENED BY THIS. [] ADVISED THAT HE IS WILLING TO COOPERATE IN THIS INVESTIGATION AND WEAR A BODY RECORDER AND/OR RECORD CONVERSATIONS WITH [], MAYOR KEVIN WHITE, [], [] AND POSSIBLY OTHERS AND TO TESTIFY IN COURT SHOULD HE BE REQUIRED TO DO SO. HE WILL PROVIDE WRITTEN CONSENT BEFORE UTILIZING THE EQUIPMENT.

b6
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b7D

ADMINISTRATIVE

EMERGENCY AUTHORIZATION IS BEING SOUGHT DUE TO THE FACT THAT CONTACT BETWEEN VICTIM AND SUBJECT IS EXPECTED TO HAPPEN AT ANY TIME. THE BUREAU IS REQUESTED TO OBTAIN A THIRTY DAY AUTHORIZATION TO USE ELECTRONIC MONITORING DEVICES. IT IS ANTICIPATED THAT THE DEVICE WILL BE WORN BY []; HOWEVER IF A FIXED DEVICE IS UTILIZED, IT WILL ONLY BE ACTIVATED IF THE CONSENTING PARTY IS PRESENT.

b7D

USA OPINION

THERE IS NO USA OPINION CONTAINED HEREIN BECAUSE THE ORIGINAL ALLEGATION WAS THAT MAYOR WHITE THROUGH HIS FRIENDSHIP WITH [] [] COULD INFLUENCE [], CONCERNING HIS UPCOMING DECISION AS TO WHETHER [] WILL BE INDICTED FOR HIS CRIMINAL PARTICIPATION IN THE BOSTON

b6
b7C

PAGE FIVE BS 194C-186 UNCLAS

SCHOOL COMMITTEE CASE.

SAC BOSTON CONCURS WITH THE USE OF CONSENSUAL MONITORING AND
TRANSMITTING DEVICES IN THIS INVESTIGATION.

BT

BS0015 146 2017

R HQ

DE BS

R 261700Z MAY 81

FM BOSTON (194C-186)(P)

TO DIRECTOR ROUTINE

BT

UNCLAS

26 MAY 81 20 27 z

RECEIVED
FEDERAL BUREAU
OF INVESTIGATION
COMMUNICATIONS SECTION

Exec. AD-Adm.	_____
Exec. AD-Inv.	_____
Exec. AD-LES	_____
Asst. Dir.:	
Adm. Serv.	_____
Crim. Inv.	_____
Ident.	_____
Inspection	_____
Intell.	_____
Laboratory	_____
Legal Coun.	_____
Rec. Mgnt.	_____
Tech. Servs.	_____
Training	_____
Off. of Cong. & Public Affs.	_____
Telephone Rm.	_____
Director's Sec'y	_____

UNSUBS; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR OF BOSTON,

MASSACHUSETTS, IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

- VICTIM;

HOBBS ACT - CORRUPTION OF PUBLIC OFFICIALS, OO: BOSTON.

RE BUREAU TELETYPE TO BOSTON DATED MAY 19, 1981.

b6
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b7D

ON MAY 20, 1981, [REDACTED] WAS ADVISED THAT THERE WAS NOT
SUFFICIENT PROBABLE CAUSE TO MONITOR CONVERSATIONS BETWEEN HIMSELF

23 MAY 28 1981

59 JUN 19 1981

PAGE TWO BS 194C-186 UNCLAS

AND [] OR WHITE. HOWEVER, THE FBI COULD BE WILLING TO ACCEPT INFORMATION FROM [] CONCERNING THIS MATTER. []

ADVISED THAT HE DID NOT UNDERSTAND THIS BECAUSE IT WAS VERY CLEAR IN HIS MIND THAT [] AND WHITE WERE ATTEMPTING TO USE HIS

[] POSSIBLE INDICTMENT TO []

[]. HOWEVER, IF HE RECEIVED ANY FURTHER INFORMATION HE WOULD ADVISE THE BOSTON OFFICE.

ON MAY 21, 1981, UNITED STATES ATTORNEY EDWARD F. HARRINGTON, DISTRICT OF MASSACHUSETTS, BOSTON, MASSACHUSETTS, ADVISED THAT HE EXPECTS THE INDICTMENT AGAINST [] TO BE RETURNED WITHIN THE NEXT SEVERAL WEEKS.

ADMINISTRATIVE:

THE UNITED STATES ATTORNEY'S OFFICE, DISTRICT OF MASSACHUSETTS, BOSTON, MASSACHUSETTS, HAS NOT BEEN MADE AWARE OF THE DEVELOPMENTS IN THIS MATTER.

BT

b6
b7C
b7D

059

U-22 (Rev. 4-26-78)

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
COMMUNICATION MESSAGE FORM

PAGE 1 OF 2

DATE

MAY 19, 1981

CLASSIFICATION

UNCLAS E F T O

PRECEDENCE

PRIORITY

*F059\$PP BSIDE HQ #0059 #H\$YETP 191630Z MAY 81

FM

FM DIRECTOR FBI

TO

TO FBI BOSTON {194C-186} PRIORITY

BT

14

UNCLAS E F T O

12

UNSUB; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR, BOSTON,
MASSACHUSETTS, IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

10

REBSTEELS TO THE BUREAU, MAY 15, 1981, AND MAY 18, 1981.

BUTELCAL TO BOSTON, MAY 18, 1981.

8

AUTHORITY FOR CONSENSUAL MONITORING AS REQUESTED IN

6

REBTEL OF MAY 18, 1981, IS NOT APPROVED BASED UPON THE
WEAKNESS OF PREDICATION AND THE EXTREME POLITICAL SENSITIVITY

4

CONNECTED WITH THE ALLEGATIONS. AS BOSTON IS AWARE, THE
POTENTIAL FOR MISUSE OF THE FBI FOR POLITICAL PURPOSES HERE IS
SIGNIFICANT. BOSTON SHOULD CONTINUE TO ACCEPT INFORMATION FROM

2

[REDACTED] OR OTHERS BEARING ON THE SITUATION AND ADVISE FBIHQ
OF SIGNIFICANT DEVELOPMENTS. PROHIBITION AGAINST CONSENSUAL

DO NOT TYPE MESSAGE BELOW THIS LINE

APPROVED BY

CM/Rox

DRAFTED BY

TWR:CSM {2}

DATE

5/19/81

ROOM

3137 - 6

TELE EXT.

5201

1 - MR. NOLAN

23 MAY 20 1981

- SEE NOTE PAGE 3 -

FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS CENTER

MAY 19 1981

DO NOT FILE WITHOUT COMMUNICATIONS STAMP

59 JUN 19 1981

FBI/DOJ

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
COMMUNICATION MESSAGE FORM

PAGE

2

CONTINUATION SHEET

~~PPAGE TWO DE HQ 0059 UNCLAS E F T O~~

MONITORING INCLUDES TELEPHONIC MONITORING.

BT

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18

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DO NOT TYPE PAST THIS LINE

DO NOT TYPE MESSAGE BELOW THIS LINE

PAGE 3

NOTE: DISAPPROVED BY DAD CARO MAY 18, 1981, AND COMMUNICATED
TO RELIEF SUPERVISOR [REDACTED] BY WHITE-COLLAR CRIMES SECTION
SUPERVISOR [REDACTED]

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BS0007 1541554

OO HQ

DE BS

O 031300Z JUN 81

FM BOSTON (194C-186) (P)

TO DIRECTOR IMMEDIATE

BT

UNCLAS

ATTENTION WHITE COLLAR CRIME SECTION, PUBLIC CORRUPTION UNIT,

SUPERVISOR [REDACTED]

UNSUBS; ALLEGATION CONCERNING KEVIN H. WHITE, MAYOR OF BOSTON,
MASSACHUSETTS, IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED] - VICTIM;

HOBBS ACT - CORRUPTION OF PUBLIC OFFICIALS, OO: BOSTON.

RE BOSTON TELETYPE TO BUREAU DATED MAY 26, 1981.

AS INSTRUCTED BY THE BUREAU, BOSTON HAS BEEN CONTINUING
TO ACCEPT INFORMATION FROM [REDACTED]

177 220-6
CONCERNING CAPTIONED

MATTER. ON JUNE 2, 1981, [REDACTED], AT HIS REQUEST, MET WITH
SUPERVISOR [REDACTED] AND FURNISHED A HANDWRITTEN LETTER
DATED JUNE 2, 1981, ADDRESSED TO LAWRENCE SARHATT (SAC, BOSTON),
A D MENTIONING SA [REDACTED] (BOSTON), THE TEXT OF WHICH
FOLLOWS:

4 JUL 20 1981
115

RECEIVED
TELETYPE UNIT

3 JUN 81 10 12 z

RECEIVED
INVESTIGATION
COMMUNICATIONS SECTION

Mr. Tolson	
Mr. DeLoach	
Mr. Mohr	
Mr. Bishop	
Mr. Casper	
Mr. Callahan	
Mr. Conrad	
Mr. Felt	
Mr. Gale	
Mr. Rosen	
Mr. Sullivan	
Mr. Tavel	
Mr. Trotter	
Tele. Room	
Mr. Holmes	
Miss Gandy	

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PAGE TWO BS 194C-186 UNCLAS

"LAWRENCE SARHATT

JUNE 2, 1981

IT SEEMS APPROPRIATE THAT I COMMUNICATE WITH YOU FOR WHAT I HOPE AND EXPECT WILL BE THE FINAL TIME REGARDING THE MATTER WHICH I FIRST BROUGHT TO YOUR ATTENTION ON MAY 11, 1981 WHEN I VISITED YOUR OFFICE. MY PURPOSE IS TO ROUND OUT AND BRING YOU UP TO DATE ON MY VIEW OF IT AT THIS TIME.

AFTER GIVING [REDACTED] MY LAST COMMUNICATION ADDRESSED TO YOU AND THE NEWSPAPER CLIPPINGS RELATED TO IT ON MONDAY, MAY 18, I NEXT HEARD FROM [REDACTED] BY TELEPHONE ON WEDNESDAY MAY 20. HE TOLD ME YOUR OFFICE HAD BEEN IN EXTENDED COMMUNICATION WITH THE JUSTICE DEPARTMENT IN WASHINGTON REGARDING IT. HE SAID A DECISION HAD BEEN MADE IN WASHINGTON NOT TO WIRE ME FOR CONVERSATION WITH WHITE OR [REDACTED] UNLESS OR UNTIL EITHER OF THEM MADE FURTHER AND MORE "OVERT" LINKAGE BETWEEN [REDACTED]
[REDACTED]

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[REDACTED] HE SAID WHAT HAD ALREADY TRANSPIRED, ACCORDING TO WHOEVER MADE THE DECISION NOT TO FURTHER INVESTIGATE, MIGHT BE REGARDED AS "POLITICAL INFIGHTING". TO THAT I SAY WHAT WAS BEING ATTEMPTED MAY

PAGE THREE BS 194C-186 UNCLAS

HAVE BEEN "POLITICAL INFIGHTING" BUT IT ALSO WAS POLITICAL EXTORTION WHICH, UNDER THE SO CALLED "HOBBS ACT" IS A VERY SERIOUS CRIMINAL OFFENSE.

I THE MEANTIME MR. WHITE AND [REDACTED] SEEM TO HAVE CALLED OFF THEIR ATTEMPT TO [REDACTED]

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FRANKLY IT IS MY BELIEF THAT IN SOME WAY [REDACTED] AND WHITE HAVE LEARNED OF MY COMMUNICATION WITH YOU AND ACCORDINGLY THEY HAVE DESISTED IN THE EXECUTION OF THEIR PLAN AND ARE IN THE PROCESS OF COVERING THEIR TRACKS. FOR THIS REASON I DO NOT EXPECT ANY FURTHER "OVERT" ACTS BY EITHER [REDACTED] OR WHITE. IN A WAY, OF COURSE, THAT IS GOOD BUT IT ALSO MAY BE THAT THEY HAVE GOTTEN AWAY WITH ATTEMPTED EXTORTION."

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IN VIEW OF THE SENSITIVITY OF THE ALLEGATION AS IT RELATES TO THE UNITED STATES ATTORNEY'S OFFICE, DISTRICT OF MASSACHUSETTS, AND IN ADDITION THE POTENTIAL MISUSE OF THE FBI FOR POLITICAL PURPOSES, THE BUREAU SHOULD CONSIDER IF NOT ALREADY ACCOMPLISHED, PRESENTING THIS MATTER AND OBTAINING A PROSECUTIVE OPINION FROM THE

PAGE FIVE BS 194C-186 UNCLAS

DEPARTMENT OF JUSTICE.

THE BUREAU IS REQUESTED TO HANDLE THIS MATTER EXPEDITIOUSLY
INASMUCH AS IT IS EXPECTED THAT [REDACTED] WILL BE INDICTED
ON OR ABOUT [REDACTED] AND SECONDLY, IT IS NOT KNOWN WHAT ACTION
THIS MAY PROMPT ON THE PART OF [REDACTED] AS IT RELATES
TO HIS ALLEGATIONS. IT IS NOTED IT COULD RESULT IN ADVERSE PUBLICITY
DIRECTED AT THE FBI FOR NOT OBTAINING A PROSECUTIVE OPINION REGARDING

[REDACTED]'S ALLEGATIONS.

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U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No. 194C-186

Boston, Massachusetts

June 16, 1981

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED]-VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

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On May 11, 1981, [REDACTED]
[REDACTED], advised that the Boston City Council and
Boston Mayor Kevin White were involved in serious negotiation over
a piece of legislation over authorization for bonds to alleviate
the City's financial problems. These negotiations had been going
on for about two months without any resolve. The City Council
was seeking to add provisions to the bonding bill that would
limit some of Mayor White's powers as to fiscal affairs. Mayor
White did not want such spending restraints imposed and had refused
to approve the bonding bill. The City Council submitted five
versions of the bonding bill, all of which have been turned down by
Mayor White. [REDACTED] advised that there has been talk of municipal
bankruptcy unless a bonding bill could be worked out.

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This document contains neither recommendations nor
conclusions of the FBI. It is the property of the
FBI and is loaned to your agency; it and its contents
are not to be distributed outside your agency.

ENCLOSURE

194-2365-7

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED] VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

On May 9, 1981, the City Council met and approved a fifth version of the bonding bill. From all indications, it appears that Mayor White will not approve this bill either. [REDACTED]

[REDACTED]

On May 10, 1981, [REDACTED] called [REDACTED] s home and spoke to [REDACTED]. She informed [REDACTED] that [REDACTED] was not at home. [REDACTED] then told [REDACTED] that it was important that he talk with [REDACTED] concerning [REDACTED]

[REDACTED]

[REDACTED] did not discuss any specifics concerning [REDACTED]. Later on the same day, [REDACTED] called [REDACTED] s home again. This time he spoke to [REDACTED] s [REDACTED] was again informed that [REDACTED] was not in so he left a message.

[REDACTED] advised that he has known [REDACTED] for about 25 years. During this time [REDACTED] has mentioned that he is a personal friend of [REDACTED]

[REDACTED] advised that he believes that these phone calls from [REDACTED] and talks with Mayor White are attempts by Mayor White to use [REDACTED]

[REDACTED] advised he has not returned [REDACTED] s phone calls yet, and he felt it was strange that [REDACTED] would call him at this time, because he has not heard from him in a long time.

On May 12, 1981, [REDACTED] made a phone call to [REDACTED] from the Boston Office of the FBI. [REDACTED] advised that he and [REDACTED] discussed two subjects during their conversation. The first was [REDACTED] s situation and then the City of Boston fiscal problems. [REDACTED] told [REDACTED] that these problems are all because of Mayor White, and that White is not willing to give at all and he wants to run the City his own way without any interference.

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UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE,

[REDACTED]

[REDACTED] VICTIM

HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

[REDACTED]

[REDACTED] then discussed [REDACTED]'s problems. [REDACTED] told [REDACTED] that [REDACTED]'s situation was too close to call and it was currently tetering back and forth. [REDACTED] stated it was currently 60-40 in favor of [REDACTED] and that [REDACTED]'s problem was too close to screw around with. [REDACTED] also advised [REDACTED]

[REDACTED] was in a little better shape than [REDACTED] also told [REDACTED] that this conversation was private and not to discuss it. [REDACTED] told [REDACTED] not to let this conversation get around town. [REDACTED] suggested that they get together for lunch and discuss this matter.

[REDACTED] advised that it sounded like [REDACTED] was trying to do him a favor by telling him about [REDACTED]. Also,

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[REDACTED]

On May 14, 1981, [REDACTED] advised that on May 12, 1981, he was leaving the [REDACTED] when he noticed Mayor Kevin White talking loudly with some of his people. [REDACTED] heard the Mayor mention [REDACTED]'s name so he stopped his car. [REDACTED] and the Mayor proceeded to get into a heated argument concerning the problems that had been the subject of discussion for several months, that is the Mayor's excessive and illegal spending of City funds and the dispute between the Mayor and the City Council.

On May 14, 1981 at 7:30 a.m., [REDACTED] telephoned [REDACTED] at his home. [REDACTED] said that [REDACTED] told him that the problem with [REDACTED] should be resolved in about two weeks, one way or the other. The two men then discussed the current problems confronting the City of Boston.

[REDACTED]

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED] VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

On May 18, 1981, [REDACTED] advised that the person Mayor White was talking to outside of [REDACTED] on May 12, 1981 was [REDACTED] Independent Taxi Operators Association. [REDACTED] told [REDACTED] that Mayor White had asked him to get Boston City Councillor [REDACTED] who [REDACTED] is friendly with, to vote with Mayor White on the bonding bill for the City of Boston. Mayor White told [REDACTED] if he could get [REDACTED]'s vote then White would give [REDACTED] his choice of any taxi stand in the City. [REDACTED] further told [REDACTED] that such a stand would be worth a lot of money.

On May 13, 1981, the Boston Herald American Newspaper ran a full page story concerning an interview with Mayor White. One of the quotes of Mayor White in the article was "The School Committee: it's like they've got diplomatic immunity (in the press). One is indicted, two are under investigation. They're five part-timers. It's like a corporation with subsidiary over which you have no control that suddenly gives you a \$40 million over run...".

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[REDACTED] also advised that the City Council held another meeting on May 14, 1981 and a sixth version of the proposed bonding bill was passed and sent to Mayor White. Local newspaper accounts indicated that Mayor White will not approve this version. On May 15, 1981, Mayor White called for a special meeting of the City Council at 3:00 p.m. on May 18, 1981, for the purpose of council consideration of yet another proposal of Mayor White's concerning the bonding bill.

On May 17, 1981, there appeared an item in the Boston Globe newspaper article titled, "Short Circuits" which contained a reference to a decision to be made by the end of May by U.S. Attorney Edward F. Harrington concerning whether there is sufficient evidence to proceed against a member of the Boston School Committee involving continuing probes of alleged kickbacks on the Boston School bus contract.

[REDACTED] further advised that there is absolutely no doubt in his mind that Mayor White and [REDACTED] were attempting to extort [REDACTED]

[REDACTED]
[REDACTED] advised that he does feel very much threatened by this.

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H WHITE,
MAYOR OF BOSTON, MASSACHUSETTS;
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED] VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

On June 2, 1981, [REDACTED] advised that it appears that Mayor White and [REDACTED] have given up their attempt [REDACTED] a lever. Mayor White appears to have changed his attitude toward the bonding bill. On May 22, 1981, the City Treasurer filed an affidavit in Suffolk Superior Court which indicated it would not be necessary to get the bonding bill passed by the Council in order to keep the City schools open until June 19, 1981. A day or so later, Mayor White was quoted in the local newspapers as saying he was in no rush to file another bonding proposal with the City Council and that he might not file one at all.

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[REDACTED] advised that he has not heard from [REDACTED] since May 14, 1981, even though [REDACTED] told him that he would keep him posted on [REDACTED] situation.

[REDACTED] also advised that he believes that Mayor White and [REDACTED] somehow have learned of his [REDACTED] communication with the FBI and accordingly, they have changed their plans and are in the process of covering their tracks. Therefore, he does not expect any further contact with [REDACTED] or White in this matter.

Airtel

7/7/81

1 - Mr. Nolan

Director, FBI (194-2365)

SAC, Boston (194-C-186)

L
UNSUBS; ALLEGATION CONCERNING
KEVIN H. WHITE, MAYOR OF BOSTON,
MASSACHUSETTS, IN CONNECTION WITH
POSSIBLE MISUSE OF OFFICE;

[REDACTED] - VICTIM

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HOBBS ACT - CPO
OO: BOSTON (BS)

ReBSairtel to the Bureau, 6/16/81.

Enclosed is a copy of a declination letter sent to
the Department from FBIHQ.

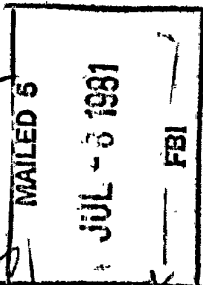
As the letter states, Special Attorney [REDACTED] declined
prosecution 6/17/81, in that he felt that no evidence indicating a Federal
violation has been found to exist.

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Enclosure

PFN:csn (4)

Exec AD Inv. _____
Exec AD Adm. _____
Exec AD LES _____
Asst. Dir.:
Adm. Servs. _____
Crim. Inv. _____
Ident. _____
Intell. _____
Laboratory _____
Legal Coun. _____
Plan. & Insp. _____
Rec. Mgnt. _____
Tech. Servs. _____
Training _____
Public Affs. Off. _____
Telephone Rm. _____
Director's Sec'y _____



ENCLOSURE

194-2365-8

JUL 9 1981

July 9, 1981

Mr. Gerald McDowell, Chief
Public Integrity Section
U. S. Department of Justice
Room 414
Federal Triangle Building
9th Street, N. W.
Washington, D. C. 20530

Dear Mr. McDowell:

This letter is intended to confirm a discussion between Special Attorney [] of your office and Supervisor [] of my staff which took place on June 17, 1981. At the conclusion of the discussion Special Attorney [] advised no prosecution would be entertained by the U. S. Department of Justice (DOJ) due to lack of evidence of a Federal criminal violation.

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Nolan advised that the Boston Federal Bureau of Investigation (FBI) Office was visited several times recently by [] during which [] alleged that Boston Mayor Kevin White was pressuring him [] by using his influence with [] to effect the possible indictment of []. He further advised that Boston Globe Columnist [] was, in his opinion, serving as the mayor's instrument in this scheme. He, [] concluded that in his opinion the activity of White and [] in this matter constituted a criminal violation of the Hobbs Act.

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Nolan further advised that Agents of Boston FBI Office were present but did not monitor a telephone call made by [] to [] in response to messages left by [] seeking to speak to []. The Agents reported that from their understanding of the conversation hearing []'s side, and from a discussion with [] when the conversation concluded, the conversation did not contain any suggestions of impropriety or illegality. [] did request that the FBI conceal a tape recorder on his person, in that he proposed to confront [].

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① SAC, Boston

194-2365-8

ENCLOSURE

Mr. Gerald McDowell, Chief

and solicit from his statements which would clearly disclose the extortionate plan [] claimed to exist. [] claimed the extortion was occurring in that he was able, based upon his experience, to draw these inferences from subtleties occurring in a conversation with the Mayor occurring immediately prior to his initial visit to the FBI. [] was advised that the FBI would decline to participate in a confrontation with [] but would be receptive to any additional information that came to his attention that would add credence to his allegations.

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On June 2, 1961, [] furnished a hand-written letter in which he disclosed that the Mayor had taken steps publicly to indicate a decreasing interest in the passage of the legislation that [] thought was the basis of the extortion and that [] had broken off contacts with him. [] voiced concern that somehow White and [] had learned of []'s contacts with the FBI on this matter. The Boston Office advises no interviews or discussions have taken place in regard to this matter outside of the FBI or those with the Department in Washington.

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[] advised that it would appear that []'s allegations are based upon his own interpretation of statements made by Mayor White []

[]'s interpretation was undoubtedly influenced by his knowledge of the involvement of [] in a separate matter under investigation. Mention by the Mayor of newspaper man [] and the fact that [] subsequently did call him, again interpreted by [] in light of []'s position, reinforced his opinion of the interrelationship of those events. A subsequent telephone call to [] did not support []'s interpretation. The Mayor's action in regard to legislation forming the basis of []'s belief about extortion is again inconsistent with his interpretation. Inasmuch as no evidence appears to exist indicating a possible Federal criminal violation, no prosecution will be entertained by the DOJ.

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Sincerely yours,

Thomas P. Jones, Acting Chief
White-Collar Crimes Section
Criminal Investigative Division

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 8/3/81

TO: DIRECTOR, FBI (194-2365)

FROM: SAC, BOSTON (194C-186) (C)

SUBJECT: UNSUBS;
 ALLEGATION CONCERNING KEVIN H. WHITE,
 MAYOR OF BOSOTN, MASS., IN CONNECTION
 WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED] VICTIM

HOBBS ACT-CPO
 (OO:BS)

Re Bureau airtel to Boston, 7/7/81.

Enclosed for the Bureau is the original and three
 copies of a LHM captioned as above.

CC TO: *SS/FDP*
 REQ. REC'D *6-18-80*
 JUL 13 1984
 ANS.
 BY: *JG DL*

Kevin H. White

2-Bureau (Enc. 4)
 2-Boston
 ECB/dmm
 (4)

ENCLOSURE

2cc DOJ CRIM. DIV. Pub. Int.

1cc FOF

8/11/81 PN/mcd

AUG 7 1981

Photo
 REQ. REC'D *8-12*
 SEP 4 1991
 INS.
 M.G./LF

Approved: *84 AUG 30 1981*Transmitted: *84 AUG 30 1981*

(Number)

(Time)

Per

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U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No. 194C-186

Boston, Massachusetts

August 3, 1981

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED]-VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

b7D

On May 11, 1981, [REDACTED]
[REDACTED] advised that the Boston City Council and
Boston Mayor Kevin White were involved in serious negotiation over
a piece of legislation over authorization for bonds to alleviate
the City's financial problems. These negotiations had been going
on for about two months without any resolve. The City Council
was seeking to add provisions to the bonding bill that would
limit some of Mayor White's powers as to fiscal affairs. Mayor
White did not want such spending restraints imposed and has refused
to approve the bonding bill. The City Council submitted five
versions of the bonding bill, all of which have been turned down by
Mayor White. [REDACTED] advised that there has been talk of municipal
bankruptcy unless a bonding bill could be worked out.

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194-2565-9
ENCLOSURE

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED] VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

On May 9, 1981, the City Council met and approved a fifth version of the bonding bill. From all indications, it appears that Mayor White will not approve this bill either. [REDACTED]
[REDACTED]

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[REDACTED]

[REDACTED] did not discuss any specifics concerning [REDACTED]. Later on the same day, [REDACTED] called [REDACTED]'s home again. This time he spoke to [REDACTED]'s [REDACTED] was again informed that [REDACTED] was not in so he left a message.

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[REDACTED]

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UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE,

[REDACTED]
[REDACTED] VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

[REDACTED]

[REDACTED] then discussed [REDACTED]'s problems. [REDACTED] told [REDACTED] that [REDACTED]'s situation was too close to call and it was currently tetering back and forth. [REDACTED] stated it was currently 60-40 in favor of [REDACTED] and that [REDACTED]'s problem was too close to screw around with. [REDACTED] also advised [REDACTED] was in a little better shape than [REDACTED] also told [REDACTED] that this conversation was private and not to discuss it. [REDACTED] told [REDACTED] not to let this conversation get around town. [REDACTED] suggested that they get together for lunch and discuss this matter.

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[REDACTED]

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ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED] VICTIM
HOBBS ACT-CORRUPTION OF PUBLIC OFFICIAL

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[REDACTED]
[REDACTED] advised that he does feel very much threatened by this.

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED] VICTIM
HOBBES ACT-CORRUPTION OF PUBLIC OFFICIAL

On June 2, 1981, [REDACTED] advised that it appears that Mayor White and [REDACTED] have given up their attempt [REDACTED] as a lever. Mayor White appears to have changed his attitude toward the bonding bill. On May 22, 1981, the City Treasurer filed an affidavit in Suffolk Superior Court which indicated it would not be necessary to get the bonding bill passed by the Council in order to keep the City schools open until June 19, 1981. A day or so later, Mayor White was quoted in the local newspapers as saying he was in no rush to file another bonding proposal with the City Council and that he might not file one at all.

[REDACTED] advised that he has not heard from [REDACTED] since May 14, 1981, even though [REDACTED] told him that he would keep him posted on [REDACTED]'s situation.

[REDACTED] also advised that he believes that Mayor White and [REDACTED] somehow have learned of his [REDACTED]'s communication with the FBI and accordingly, they have changed their plans and are in the process of covering their tracks. Therefore, he does not expect any further contact with [REDACTED] or White in this matter.

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On June 17, 1981, Special Attorney [REDACTED] U.S. Department of Justice, declined prosecution in this matter due to the lack of evidence of a Federal criminal violation.

On July 8, 1981, [REDACTED] was indicted by a Federal Grand Jury in Boston, Massachusetts in reference to [REDACTED]

On July 13, 1981, the Boston Office of the FBI contacted [REDACTED] and advised him that due to the fact that the Federal Grand Jury had returned an indictment against [REDACTED] the FBI felt obligated to advise [REDACTED] District of Massachusetts, of [REDACTED]'s allegations. [REDACTED] advised that he would like to think about this and would advise the FBI later.

Later on July 13, 1981, [REDACTED] advised that he had discussed this with person or persons not identified, and he stated he felt that the FBI should keep the confidentiality that he was promised when he gave the information to the FBI. [REDACTED] was advised that the FBI felt obligated to inform [REDACTED] because of the pending trial of [REDACTED]

UNKNOWN SUBJECTS;
ALLEGATION CONCERNING KEVIN H. WHITE,
MAYOR OF BOSTON, MASSACHUSETTS,
IN CONNECTION WITH POSSIBLE MISUSE OF OFFICE;

[REDACTED]
[REDACTED]-VICTIM
HOBBES ACT-CORRUPTION OF PUBLIC OFFICIAL

On July 14, 1981, [REDACTED]
[REDACTED] was advised of the allegation and concerns of [REDACTED]

On July 20, 1981, [REDACTED] again contacted
the Boston Office of the FBI and advised that on July 17, 1981,
[REDACTED] phoned [REDACTED] at home. [REDACTED] wanted [REDACTED]
[REDACTED]'s home phone number. [REDACTED] advised that he was
surprised by the indictment of [REDACTED] and that the
Government's case was weak.

[REDACTED] advised that he saw [REDACTED] and
[REDACTED] told him that [REDACTED] had called his house, but he was not
at home. [REDACTED] also advised [REDACTED] that his attorney
has instructed him not to speak with anyone about the matter
he was indicted for. [REDACTED] asked [REDACTED] to
call [REDACTED] back and inform him of [REDACTED]'s position.

[REDACTED] called [REDACTED] back and told him [REDACTED] would
not be returning his call. [REDACTED] was disappointed and said
he had a couple things to tell [REDACTED] and he did not want to talk
to him in reference to any newspaper article.

[REDACTED] advised that it would appear that [REDACTED]
[REDACTED] being told about [REDACTED]'s communication
with the FBI may have triggered [REDACTED]'s telephone call on
July 17, 1981. [REDACTED] further advised that it is his impression
that [REDACTED] is still trying to cover his tracks by getting back
in touch with him.

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FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ Airtel

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 9/19/86

TO : DIRECTOR, FBI
 FROM : SAC, BOSTON (194C-450)
 SUBJECT: KEVIN H. WHITE,
 FORMER MAYOR,
 CITY OF BOSTON;
 CORRUPTION WITHIN THE
 BOSTON REDEVELOPMENT AUTHORITY;
 HOBBS ACT - CPO;
 EXTORTION;
 MAIL FRAUD;
 OO:BOSTON

Re Bureau telcall from Supervisory Special Agent (SSA) [redacted] to SSA [redacted], on 9/18/86 and Boston teletype to Bureau dated 9/16/86, captioned "UNSUBS; CORRUPTION WITHIN THE BOSTON REDEVELOPMENT AUTHORITY (BRA); HOBBS ACT - CPO; OO:BOSTON," Boston file number 194C-420.

Enclosed for the Bureau are the original and three copies of an LHM setting forth the synopsis of this matter. A copy of the LHM is being disseminated to the United States Attorney's Office, Boston, Massachusetts, Attention: AUSA [redacted]

ADMINISTRATIVE:

Boston will open a separate investigation regarding the information that was provided in referenced Boston teletype to the Bureau.

Investigation at Boston is continuing.

2-Bureau (Encls. 4)
 2-Boston
 JJJ/dac
 (4)

ENCLOSURE

DE-167
V-258

N 194-6290-1

6 SEP 23 1986

Decl. in PIS/DOJ
 1 airtel / eel. ucc
 lhl / rje

Approved: _____ Transmitted _____ Per _____
 (Number) (Time)

64 FEB 6 1987



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

Boston, Massachusetts

September 19, 1986

KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY;
HOBBS ACT - CORRUPTION OF A PUBLIC OFFICIAL;
EXTORTION; MAIL FRAUD

Ma This investigation was predicated upon receipt of
information by the United States Attorney's Office, Boston,
Massachusetts on September 8, 1986. Earlier this summer, [redacted]

[redacted] sent
Assistant United States Attorney (AUSA) [redacted] District
of Massachusetts, Boston, Massachusetts, a letter which outlined
allegations of possible misconduct during former Mayor KEVIN H.
WHITE's Administration. The source of this allegation was
unnamed but identified as an [redacted]

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[redacted] at the time of the
questionable transaction. The allegation is that John Hancock
Company, Boston, Massachusetts, was pressured by former Mayor
WHITE into making a four million dollar corporate gift to Boston
University in order to get a change in a development agreement
which had been made with the City of Boston in the late 1960's.
This change was sought in the summer of 1982. The original
agreement that John Hancock had entered into with the City of
Boston was that once the new John Hancock Tower was built,
another office building owned by Hancock at 197 Clarendon Street,
Boston, Massachusetts, would be demolished and in its place a
park would be constructed for the citizens of the City.

In 1982, Hancock determined that it wished to use this
older building and sought the city's approval to change the deal
accordingly. A number of city approvals were necessary to
effectuate this change, the first and most important being that
of the BRA. The BRA and other city agencies approved the change
in late 1982 and early 1983.

This document contains neither recommendations nor
conclusions of the FBI. It is the property of the FBI and is
loaned to your agency; it and its contents are not to be
distributed outside your agency.



194-6290-1
ENCLOSURE

KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY;
HOBBS ACT - CORRUPTION OF A PUBLIC OFFICIAL;
EXTORTION; MAIL FRAUD

The implication of the allegation is that former Mayor KEVIN WHITE would only approve this change if John Hancock made a four million dollar gift to the School of Engineering at Boston University (BU), which BU President JOHN SILBER was in the process of building. *MA*

Investigation to date has revealed that John Hancock has made a four and one half million dollar contribution to BU in early 1983. Various records and reports confirm that John Hancock was able to get this agreement with the City of Boston changed during the same time period. *MA*

BRA records for the fall of 1982 confirmed that [] was calling [] about the Hancock matter in October, 1982. A newspaper article from early 1984, about the relationship between KEVIN WHITE and [] reports that the Hancock contribution to BU came out of a private meeting between KEVIN WHITE and the Hancock []. In this same article, a BRA Spokesman states that there was no relationship whatsoever between BU and the City's approval of John Hancock's proposal to change their agreement with the City. *MA*

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KEVIN WHITE and [] have had a long-standing personal relationship and when WHITE left Boston City Hall during January, 1984, WHITE went to work at BU reportedly at a salary of \$100,000 a year as a Professor. BU also hired several of WHITE's political aides in early 1984, including []. [] also hired WHITE's [] many years ago as a consultant, paying her approximately \$20,000 per year for her part-time services. *MA*

Additionally, [] is alleged to have engaged in strong-arm tactics among BU Administrators in order to raise campaign funds for former Mayor WHITE during his re-election campaigns.

[] has been subpoenaed before a Federal Grand Jury, Boston, Massachusetts, and he appeared before the Grand Jury on September 17, 1986 at which time he testified regarding [].

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Also a detailed interview was conducted with [] John Hancock, Boston, Massachusetts, regarding the aforementioned allegation. []

KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY;
HOBBS ACT - CORRUPTION OF A PUBLIC OFFICIAL;
EXTORTION; MAIL FRAUD

provided detailed information of what transpired between John Hancock and the City of Boston.

Boston is attempting to ascertain the [redacted] who made the aforementioned allegation at which time he will be interviewed. Boston will also interview the BRA officials who participated in the review and decision process on the Hancock matter as well as Hancock personnel who are involved in this transaction. Records of the BRA, Boston University, and John Hancock will be located, obtained, and reviewed by the FBI.

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The facts of this matter were discussed with Assistant United States Attorney (AUSA) [redacted], Boston, Massachusetts, and AUSA [redacted] concurred that this investigation was warranted and advised that he would prosecute officials from the City of Boston if sufficient evidence was developed.

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FD-515 (Rev. 6-6-85)
ACCOMPLISHMENT REPORT
(Effective 10/1/85)
(Submit within 30 days from date of accomplishment)

TO: DIRECTOR, FBI

FROM: SAC, BOSTON

SUBJECT: KEVIN H. WHITE, FORMER
MAYOR, CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT
AUTHORITY; HOBBS ACT - CPO;
EXTORTION; MAIL FRAUD
OO: BOSTON

Bureau File Number
194C-450
Field Office File Number
C-1
Squad or RA Number
Agent's Social Security No.

☐ X if a joint operation with:

(identity of other agency)
☒ X if case involves
corruption of public
official, Federal, State or
Local

Date 9/24/86

Investigative Assistance or Technique Used			
Were any of the investigative assistance or techniques listed below used in connection with accomplishment being claimed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - If Yes, rate each used as follows:			
1 = Used, but did not help		3 = Helped, substantially	
2 = Helped, but only minimally		4 = Absolutely essential	
1. Accig Tech Assistance	Rating	8. Eng. Sect. Tape Exams	Rating
2. Aircraft Assistance		9. Hypnosis Assistance	
3. Computer Assistance		10. Ident Div Assistance	
4. Consensual Monitoring		11. Informant Information	
5. ELSUR - FISC		12. Lab Div Exams	
6. ELSUR - Title III		13. Lab Div Field Support	
7. Eng. Sect. Field Support		14. Pen Registers	
15. Photographic Coverage	Rating	16. Polygraph Assistance	Rating
22. Telephone Toll Recs		23. UCO Group I	
24. UCO Group II		25. UC Other	
26. NCAVC/VI-CAP		27. Visual Invest - Analysis (VIA)	

A. Preliminary Judicial Process (Number of subjects)				B. Recoveries, Restitutions, or Potential Economic Loss Prevented (PELP)				(Explain valuation in remarks)																															
-Complaints				Informations				Indictments				Property Type Code*				Recoveries				Restitutions				PELP Type Code*				Potential Economic Loss Prevented											
B. Arrests, Locates, Summonses or Subpoenas Served (No. of Subj.)				Subject Priority*				Subpoenas Served				2																											
FBI Arrests				A				B				C																											
FBI Locates																																							
Local Arrests																																							
FBI Subj. Resisted																																							
Armed																																							
C. Release of Hostages or Children Located: (Number of Hostages or Children Located)				Hostages Held By Terrorists				All Other Hostage Situations																															
Missing or Kidnaped Children Located																																							
E. Civil Matters				Government Defendant				Government Plaintiff																															
Amount of Suit																																							
Settlement or Award																																							
Enter AFA Payment Here																																							
F. Final Judicial Process: Judicial District				District				State				Conviction or Pretrial Div. Date				Sentence Date				No. of Subjects				Acquitted				Dismissed											
Subject 1				Subject Description Code*				Conviction				Combined Sentence				Subject 3				Subject Description Code*				Conviction				Combined Sentence											
<input type="checkbox"/> Felony				Title				Section				Counts				<input type="checkbox"/> Felony				Title				Section				Counts											
<input type="checkbox"/> Misdemeanor				In-Jail				Suspended				Probation				<input type="checkbox"/> Misdemeanor				In-Jail				Suspended				Probation											
<input type="checkbox"/> Plea				Yrs				Mos				Yrs				Mos				<input type="checkbox"/> Plea				Yrs				Mos				Yrs				Mos			
<input type="checkbox"/> Trial				Total Fines \$				Add consecutive sentences together.				Enter longest single concurrent sentence.				<input type="checkbox"/> Trial				Total Fines \$				Add consecutive sentences together.				Enter longest single concurrent sentence.											
<input type="checkbox"/> Pretrial Diversion				Do not add concurrent sentences together.				Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.								<input type="checkbox"/> Pretrial Diversion				Do not add concurrent sentences together.				Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.															
Subject 2				Subject Description Code*				Conviction				Combined Sentence				Subject 4				Subject Description Code*				Conviction				Combined Sentence											
<input type="checkbox"/> Felony				Title				Section				Counts				<input type="checkbox"/> Felony				Title				Section				Counts											
<input type="checkbox"/> Misdemeanor				In-Jail				Suspended				Probation				<input type="checkbox"/> Misdemeanor				In-Jail				Suspended				Probation											
<input type="checkbox"/> Plea				Yrs				Mos				Yrs				Mos				<input type="checkbox"/> Plea				Yrs				Mos				Yrs				Mos			
<input type="checkbox"/> Trial				Total Fines \$				Add consecutive sentences together.				Enter longest single concurrent sentence.				<input type="checkbox"/> Trial				Total Fines \$				Add consecutive sentences together.				Enter longest single concurrent sentence.											
<input type="checkbox"/> Pretrial Diversion				Do not add concurrent sentences together.				Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.								<input type="checkbox"/> Pretrial Diversion				Do not add concurrent sentences together.				Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.															

Attach additional forms if reporting final judicial process on more than four subjects, and submit a final disposition for (R-84) for each subject.

Remarks: (For every subject reported in Sections A, B or F above, provide name, DOB, race*, sex, and POB and SSAN if available.)

Date

Name

Reason

9/22/86

9/18/86

All served upon the request of the
AUSA's Office.

108 SEP 3 1986

DE-123

16 SEP 30 1986

2 - Bureau
2 - Field Office
See codes on reverse side.

1-194C-450 2-SIP Folder JJL/dac (5)

Property Type Codes*	
Code No	Description
1	Cash (U.S. and foreign currency)
2	Stock, Bonds or Negotiable Instruments (checks, travelers checks, money orders, certificates of deposit, etc)
3	General Retail Merchandise (clothing, food, liquor, cigarettes, TVs, etc)
4	Vehicles (autos, trucks, tractors, trailers, campers, motorcycles, etc)
5	Heavy Machinery & Equipment (heavy equipment, computers, etc)
6	Bulk Materials (grain, fuel, raw materials, metals, wire, etc)
7	Jewelry (including unset precious and semiprecious stones)
8	Precious Metals (gold, silver, silverware, platinum, etc)
9	Art, Antiques or Rare Collections
11	Weapons or Explosives
20	All Other Recoveries (not falling in any category above)

Potential Economic Loss Prevented (PELP) Type Codes*	
Code No	Description
22	Counterfeit Stocks, Bonds, Currency or Negotiable Instruments
23	Counterfeit or Pirated Sound Recordings or Motion Pictures
24	Bank Theft Scheme Aborted
25	Ransom, Extortion or Bribe Demand Aborted
26	Theft from, or Fraud Against, Government Scheme Aborted
27	Commercial or Industrial Theft Scheme Aborted
30	All Other Potential Economic Loss Prevented (not falling in any category above)

*Except for cash, the Remarks section must contain an explanation of the computation of the recovery value or loss prevented. An explanation airtel must accompany this report if the recovery is \$1 million or more, or if the PELP is \$5 million or more.

Subject Description Codes*
- Enter Description Code Only When Reporting a Conviction -

Organized Crime Subjects:

- 1A Boss, Underboss or Consigliere
- 1B Capodecina or Soldier
- 1C Possible LCN Member or Associate
- 1D OC Subject Other Than LCN

Known Criminals (Other Than OC Members):

- 2A Top Ten or I.O. Fugitive
- 2B Top Thief
- 2C Top Con Man

Foreign Nationals:

- 3A Legal Alien
- 3B Illegal Alien
- 3C Foreign Official Without Diplomatic Immunity
- 3D U.N. Employee Without Diplomatic Immunity
- 3E Foreign Students
- 3F All Others

Terrorists:

- 4A Known Member of a Terrorist Organization
- 4B Possible Terrorist Member or Sympathizer

*If a subject can be classified in more than one of the categories, select the most appropriate in the circumstance.

Union Members:

- 5A International or National Officer
- 5B Local Officer
- 5C Union Employee

Government Officials Or Employees:

Federal	State	Local
6A Presidential Appointee	6J Governor	6R Mayor
6B U.S. Senator	6K Lt. Governor	
6C U.S. Representative	6L Legislator	6S Legislator
6D Judge	6M Judge	6T Judge
6E Prosecutor	6N Prosecutor	6U Prosecutor
6F Law Enforcement Officer	6P Law Enforcement Officer	6V Law Enforcement Officer
6G Fed Empl - GS 13 & above	6Q All Others - State	6W All Others - Local
6H Fed Empl - GS 12 & below		

Bank Officers or Employees:

- 7A Bank Officer
- 7B Bank Employee

All Others:

- 8A All Other Subjects (not fitting above categories)

Instructions

Subject Priorities for FBI Arrest or Locates:

- A - Subject wanted for crimes of violence (i.e. murder, manslaughter, forcible rape, robbery and aggravated assault) or convicted of such crimes in the past five years.
- B - Subjects wanted for crimes involving the loss or destruction of property valued in excess of \$25,000 or convicted of such crimes in the past five years.
- C - All others

Claiming Non-Federal Arrests, Summonses, Recoveries or Convictions:

It is permissible to claim a local arrest, summons, recovery or conviction if the FBI significantly contributed to the accomplishment. A succinct narrative setting forth the basis for the claim must accompany this report. When claiming a local recovery, enter the word "LOCAL" to the right of the amount. Enter "LF" in the "In-Jail" block for all life sentences and "CP" for capital punishment sentences.

Reporting Convictions:

Convictions should not be reported until the sentence has been issued. There are two exceptions to this rule. The conviction information can be submitted by itself if:

- 1. The subject becomes a fugitive after conviction but prior to sentencing.
- 2. The subject dies after conviction but prior to sentencing.

An explanation is required in the Remarks section for either of the above exceptions.

Rule 20 Situations:

The field office that obtained the process (normally the office of origin) is the office that should claim the conviction, not the office where the subject enters the plea in cases involving Rule 20 of the Federal Rules of Criminal Procedures.

Investigative Assistance or Techniques (IA/Ts) Used:

-Since more than one IA/T could have contributed to the accomplishment, each IA/T used must be rated.

-The IA/T used must be rated each time an accomplishment is claimed. (For example - if informant information was the basis for a complaint, an arrest, a recovery and a conviction and if separate FD-515s are submitted for each of the aforementioned accomplishments, the "Informant Information" block must be rated on each FD-515 even if it was the same information that contributed to all the accomplishments.)

Race Codes:

C = Chinese; I = Indian/American; J = Japanese; N = Negro; O = All other; U = Unknown; W = White

FD-515 (Rev. 6-6-85)
ACCOMPLISHMENT REPORT
(Effective 10/1/85)
(Submit within 30 days from date of accomplishment)

TO: DIRECTOR, FBI

FROM: SAC, BOSTON

SUBJECT:

KEVIN H. WHITE,
FORMER MAYOR;
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT
AUTHORITY; HOBBS ACT-CPO;
EXTORTION; MAIL FRAUD

Bureau File Number
194C-450
Field Office File Number
C-1
Squad or RA Number
Agent's Social Security No.

☐ X if a joint operation with:

(identity of other agency)
☒ X if case involves
corruption of a public
official (Federal, State or
Local).

Date 9/19/86

Investigative Assistance or Technique Used							
Were any of the investigative assistance or techniques listed below used in connection with accomplishment being claimed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - If Yes, rate each used as follows: 1 = Used, but did not help 3 = Helped, substantially 2 = Helped, but only minimally 4 = Absolutely essential							
1. Acctg Tech Assistance	Rating	8. Eng. Sect. Tape Exams	Rating	15. Photographic Coverage	Rating	22. Telephone Toll Recs	Rating
2. Aircraft Assistance		9. Hypnosis Assistance		16. Polygraph Assistance		23. UCO Group I	
3. Computer Assistance		10. Ident Div Assistance		17. Search Warrants Executed		24. UCO Group II	
4. Consensual Monitoring		11. Informant Information		18. Show Money Usage		25. UC Other	
5. ELSUR - FISC		12. Lab Div Exams		19. Surveill. Sqd. (SOG) Asst		26. NCAVC/VI-CAP	
6. ELSUR - Title III		13. Lab Div Field Support		20. SWAT Team Action		27. Visual Invest - Analysis (VIA)	
7. Eng. Sect. Field Support		14. Pen Registers		21. Tech. Agt. or Tech Equip			

A. Preliminary Judicial Process (Number of subjects)		Complaints		Informations		Indictments		D. Recoveries, Restitutions, or Potential Economic Loss Prevented (PELP) (Explain valuation in remarks)				
								Property Type Code*	Recoveries	Restitutions	PELP Type Code*	Potential Economic Loss Prevented
B. Arrests, Locates, Summonses or Subpoenas Served (No. of Subj.)		Subject Priority*										
		A B C		Subpoenas Served		1						
FBI Arrests -				Criminal Summonses								
FBI Locates -				Local Crim. Summonses								
Local Arrests -												
FBI Subj. Resisted _____; Armed _____												
C. Release of Hostages or Children Located: (Number of Hostages or Children Located)								E. Civil Matters				
Hostages Held By Terrorists _____; All Other Hostage Situations _____								Government Defendant		Government Plaintiff		
Missing or Kidnaped Children Located _____								Amount of Suit				
								Settlement or Award				
												Enter AFA Payment Here
F. Final Judicial Process: Judicial District _____		District _____ State _____		Conviction or Pretrial Div. Date _____		Sentence Date _____		No. of Subjects _____		Acquitted _____		Dismissed _____
Subject 1 Subject Description Code* _____		Conviction		Combined Sentence				Subject 3 Subject Description Code* _____		Conviction		Combined Sentence
<input type="checkbox"/> Felony		Title Section Counts		In-Jail Yrs Mos Suspended Yrs Mos Probation Yrs Mos				<input type="checkbox"/> Felony		Title Section Counts		In-Jail Yrs Mos Suspended Yrs Mos Probation Yrs Mos
<input type="checkbox"/> Misdemeanor								<input type="checkbox"/> Misdemeanor				
<input type="checkbox"/> Plea				Total Fines \$				<input type="checkbox"/> Plea				Total Fines \$
<input type="checkbox"/> Trial				Add consecutive sentences together. Enter longest single concurrent sentence. Do not add concurrent sentences together. Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.				<input type="checkbox"/> Trial				Add consecutive sentences together. Enter longest single concurrent sentence. Do not add concurrent sentences together. Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.
<input type="checkbox"/> Pretrial Diversion								<input type="checkbox"/> Pretrial Diversion				
Subject 2 Subject Description Code* _____		Conviction		Combined Sentence				Subject 4 Subject Description Code* _____		Conviction		Combined Sentence
<input type="checkbox"/> Felony		Title Section Counts		In-Jail Yrs Mos Suspended Yrs Mos Probation Yrs Mos				<input type="checkbox"/> Felony		Title Section Counts		In-Jail Yrs Mos Suspended Yrs Mos Probation Yrs Mos
<input type="checkbox"/> Misdemeanor								<input type="checkbox"/> Misdemeanor				
<input type="checkbox"/> Plea				Total Fines \$				<input type="checkbox"/> Plea				Total Fines \$
<input type="checkbox"/> Trial				Add consecutive sentences together. Enter longest single concurrent sentence. Do not add concurrent sentences together. Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.				<input type="checkbox"/> Trial				Add consecutive sentences together. Enter longest single concurrent sentence. Do not add concurrent sentences together. Sentence 10 yrs.-8 yrs. susp. = 2 yrs. In-Jail.
<input type="checkbox"/> Pretrial Diversion								<input type="checkbox"/> Pretrial Diversion				

Attach additional forms if reporting final judicial process on more than four subjects, and submit final disposition for (R-84) for each subject.

Remarks: (For every subject reported in Sections A, B or F above, provide name, DOB, race*, sex, and POB and SSAN if available.)

Date

9/18/86

Name

[Redacted Name]

Reason

Served upon request of AUSA's Office.
SEP 26 1986

64 FEB 11 1986

2 Bureau
2 Field Office
* See codes on reverse side.

1-194C-450 2-Sip Folder JJL/dac (5)

JUL 29 '87 15:31 MAFBIRS00

P.3

FD-148 (Rev. 9-18-78)

TELETYPE UNIT

Transmit attached by Facsimile **UNCLAS**

Precedence _____

FEDERAL BUREAU
OF INVESTIGATION

To: **DIRECTOR, FBI**

Date: **7/28/87**

ATTN: **SUPERVISOR**

From:

Time Transmitted -

Subject: **SAC, BOSTON 194-C-450**

Initials -

**Kevin H. White, Former Mayor
City of Boston**

☐ Fingerprint Photo

☐ Fingerprint Record

☐ Map

☐ Newspaper clipping

☐ Photograph

☐ Artists Conception

☐ Other _____

Special handling instructions:

Call # 5701 Upon Receipt, FBI HQ

ATTN: SA

Political Corruption Unit

Approved: _____

b6
b7C

FB

ENCLOSURE

CC DESTROYED

194-6290-41

6 MAR 28 1988

[Redacted Signature]

6/21/87

6/21/87

97 AUG 16 1988

FD-36 (Rev. 8-28-82)

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 5/22/87

TO : DIRECTOR, FBI
FROM : SAC, BOSTON (194C-450) (C)
SUBJECT: KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY (BRA);
HOBBS ACT - CPO;
EXTORTION;
MAIL FRAUD;
OO: BOSTON

Re Boston airtel to Bureau dated 9/19/86.

Enclosed for the Bureau are the original and three copies of an LHM setting forth the synopsis of this matter. A copy of the LHM is being disseminated to the United States Attorney's Office, Boston, Massachusetts.

The United States Attorney's Office, Boston, Massachusetts, has declined prosecution of this matter. There will be no further investigation conducted by Boston.

2-Bureau (Encls. 4)

2-Boston

JUL/dac

(4)

194C-450-67

Approved: _____

Transmitted _____

(Number) (Time)

Per _____

ENCLOSURE



U.S. Department of Justice

Federal Bureau of Investigation

Boston, Massachusetts

In Reply, Please Refer to
File No.

May 22, 1987

KEVIN H. WHITE,
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY (BRA);
HOBBS ACT - CORRUPTION OF
PUBLIC OFFICIALS;
EXTORTION;
MAIL FRAUD

This investigation was predicated upon receipt of information by the United States Attorney's Office, Boston, Massachusetts, during September, 1986.

[REDACTED], sent Assistant United States Attorney (AUSA) [REDACTED], District of Massachusetts, Boston, Massachusetts, a letter which outlined allegations of possible misconduct during former Mayor KEVIN H. WHITE's Administration. The source of this allegation was unnamed but identified as an [REDACTED]

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[REDACTED] at the time of the questionable transaction. The allegation is that John Hancock Mutual Life Insurance Company, Boston, Massachusetts, was pressured by former Mayor WHITE into making a four million dollar corporate gift to Boston University in order to get a change in a development agreement which had been made with the City of Boston in the late 1960's. This change was sought in the summer of 1982. The original agreement that John Hancock had entered into with the City of Boston was that once the new John Hancock Tower was built, another office building owned by Hancock at 197 Clarendon Street, Boston, Massachusetts, would be demolished and in its place a park would be constructed for the citizens of the City of Boston.

In 1972, Hancock determined that it needed the building at 197 Clarendon Street and sought the city's approval to change the deal accordingly. A number of city approvals were necessary to effectuate this change, the first and most important being that of the BRA. The BRA and other city agencies approved the change in late 1982 and early 1983.

4-Bureau
1-USA, Boston
②-Boston (194C-450)
JJJ/dac
(7)

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1/1/87

KEVIN H. WHITE;
FORMER MAYOR,
CITY OF BOSTON;
CORRUPTION WITHIN THE
BOSTON REDEVELOPMENT AUTHORITY (BRA);
HOBBS' ACT - CORRUPTION OF
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The implication of the allegation is that former Mayor KEVIN WHITE would only approve this change if John Hancock made a four million dollar gift to the School of Engineering at Boston University (BU), which BU President JOHN SILBER was in the process of building.

Investigation to date has revealed that John Hancock has made a four and one half million dollar contribution to BU in early 1983. Various records and reports confirm that John Hancock was able to get this agreement with the City of Boston changed during the same time.

BRA records for the fall of 1982 confirmed that [] was calling [] about the Hancock matter in October, 1984. A newspaper article from early 1984 about the relationship between KEVIN WHITE and [] reports that the Hancock contribution to BU came out of a private meeting between KEVIN WHITE and the Hancock []. In this same article, a BRA Spokesman states that there was no relationship whatsoever between BU and the City's approval of John Hancock's proposal to change their agreement with the City.

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KEVIN WHITE and [] have had a long standing personal relationship and when WHITE left Boston City Hall during January, 1984, WHITE went to work at BU reportedly at a salary of \$100,000 a year as a Professor. BU also hired several of WHITE's political aides in early 1984, including []

[] also hired WHITE's [] many years ago as a consultant, paying her approximately \$20,000 a year for her part-time services.

Additionally, [] is alleged to have engaged in the strong arm tactics among BU Administrators in order to raise campaign funds for former Mayor WHITE during his re-election campaigns. [] has been subpoenaed before a Federal Grand Jury, Boston, Massachusetts, and he appeared before the Grand Jury on September 17, 1986, at which time he testified regarding []

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REDACTED SECTION

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Insurance Company, Boston, Massachusetts, regarding the
aforementioned allegation. [] provided detailed information
of what transpired between John Hancock and the City of Boston.

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On May 6, 1987, Assistant United States Attorney (AUSA)
[] District of Massachusetts, Boston,
Massachusetts, declined prosecution of this matter due to the
lack of evidence to substantiate and prove a federal violation.

FEDERAL BUREAU OF INVESTIGATION
FOIPA
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